

# REQUEST FOR PROPOSAL

## Ohio Statehouse Catering Services

2023-2025



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**PURPOSE:**

The Capitol Square Review and Advisory Board (CSRAB) is seeking proposals from firms specializing in **catering food services** for CSRAB-approved functions held at the Capitol Square Complex, 1 Capitol Square, Columbus, Ohio 43215.

Beginning on July 1, 2023 and for the duration of this Agreement, successful offerors will be included on the list of CSRAB-approved caterers for events at Capitol Square.

**ANTICIPATED SCHEDULE:**

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

<b>February 24</b>	RFP Announced
<b>March 10</b>	Pre-Bid Meeting, Statehouse State Room (108) at 2:00 p.m.
<b>March 17</b>	Interested Party Questions Due
<b>March 21</b>	Response to Interested Party Questions
<b>March 24</b>	<b>RFP is due to the CSRAB by 3:00 p.m.</b>
<b>April 10-21</b>	Interested Party Interviews
<b>April 24</b>	Offer Extended
<b>May 1</b>	Contract Signed by Successful 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.

**CATERING EVENTS AT THE CSC:**

The Capitol Square Complex plays host to a variety of catered events throughout the year, including weddings, government and corporate events, luncheons, dinners, and other special events.

**In fiscal year 2022 (July 1, 2021 – June 30, 2022), there were approximately 180 catered events held at Capitol Square, including 29 wedding receptions.**

## **SCOPE OF SERVICES:**

- A.** Offeror will have expertise in providing professional catering services.
- B.** 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.
- C.** Offeror will provide the proposed menu items and prices for review and approval for the catering.
- D.** Offeror will be responsible for obtaining required Franklin County Health Department permits and any other federal, state or local requirements for food service permits.
- E.** 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 Capitol Square.
- F.** Offeror will be responsible for all workers' compensation and insurance, and for making unemployment, disability, workers' compensation and social security contributions and applicable taxes.
- G.** Offeror is to provide twenty percent (20%) of gross revenue for the catering services to CSRAB. Gross revenue is defined as any sales or service provided by the successful vendor such as sale of food and beverage, catering, labor, linen service, china and silver service, delivery, etc.
- H.** 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.
- I.** Offeror must demonstrate that it has ample off-site facilities to prepare all food and a method to deliver that food to the CSC.
- J.** Offeror will be responsible for damage to the facility caused by catering staff or its subcontractors.
- K.** Limited parking will be available for the offeror's staff in the Statehouse parking garage during catered events.
- L.** Offeror will be expected to follow ethical business practices and maintain good public relations with patrons and CSRAB event staff.

## **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. Award of the Contract:**

1. The CSRAB reserves the right to reject any and all proposals.
2. The successful offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the CSRAB the contract forms and any other forms or bonds required by the RFP.
3. Any contract resulting from this RFP is not assignable.
4. Upon making an award, or giving notice of intent to award, CSRAB will place appropriate notice on the CSRAB website at [www.ohiostatehouse.org](http://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 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 copies of invoices and **20% of gross revenue** payment to CSRAB **by the 10<sup>th</sup> of each month** for the sales of the previous month.

### **E. Contract Period:**

1. The contract period shall be from **July 1, 2023 through June 30, 2025**. The contract 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.

### **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 A)**

**H. Minority and Small Businesses:**

CSRAB welcomes and encourages the participation of small businesses and minority-owned businesses in procurement transactions made by the CSRAB.

**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 to avoid injury to person or damage to property of all kinds.
3. The offeror shall be an independent contractor and shall not be an employee of the CSRAB.

**J. Severability:**

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

**K. Subcontracts:**

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

**L. Taxes:**

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

the 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.

**M. Termination of Contract:**

1. CSRAB reserves the right to terminate any signed contract consistent with the terms of the contract between the CSRAB and the successful offeror. In the event that the successful offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the successful offeror to comply with any section or part of this contract will be considered grounds for immediate termination of the contract by the CSRAB.

**PROPOSAL SUBMISSION REQUIREMENTS:**

- A. The CSRAB will accept five (5) copies of the proposal and any other documents required via mail, delivery, or drop-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](mailto:submittals@ohiostatehouse.org). **Emailed proposals should NOT be sent to the CSRAB Contact responsible for answering inquiries, or to any other CSRAB representative.**

- B. The CSRAB will not accept oral proposals or proposals received by telephone.
- C. All erasures, interpolations and other changes in the proposal shall be signed or initialed by the offeror.
- D. The Proposal Signature Sheet (**Attachment B**) must accompany any proposal submitted and be signed by an authorized representative. 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 CSRAB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The offeror shall not submit information it considers confidential, as such may be subject to disclosure pursuant to R.C. 149.43.
- E. 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.

**F.** By submitting a proposal in response to this RFP, the offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state and local laws, ordinances 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 any time prior to the time and date set for the receipt of proposals. The offeror shall notify the CSRAB in writing of its intentions.

1. Modified and withdrawn proposals may be resubmitted to CSRAB up to the time and date set for the receipt of proposals.

2. No proposal can be withdrawn after the time set for the receipt of proposals and for thirty (30) days thereafter.

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

#### **PROPOSAL RESPONSE FORMAT**

**A.** Offerors shall submit a written proposal that presents the offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Proposals should provide all the information considered pertinent to qualifications for this project. The offeror shall not submit information it considers to be confidential, as such may be subject to disclosure pursuant to R.C. 149.43.

**B.** The offeror should include 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 pay the CSRAB the facility fee.

5. Proposal shall include a thorough description of proposed payment from a percentage of gross revenue. “Gross revenue” is defined as any sales or service provided by the successful vendor such as sale of food and beverage, catering, labor, linen service, china and silver service, delivery, 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 the 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:

<b>CRITERIA</b>	<b>WEIGHT</b>
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
<b>TOTAL</b>	<b><u>100</u></b>
<b>*BONUS</b> for bidding on <u>both</u> Catering and Café services	<b><u>10</u></b>
<b>TOTAL with bonus</b>	<b><u>110</u></b>

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: Alison Buzzard, at [alison.buzzard@ohiostatehouse.org](mailto:alison.buzzard@ohiostatehouse.org).

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

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

**ATTACHMENT  
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 catering. 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 were required to also provide food service for the café if necessary.**

\_\_\_\_ YES \_\_\_\_ NO

**SUBMIT THIS COMPLETED FORM WITH PROPOSAL**



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, Ohio Statehouse, 1 Capitol Square, Columbus, Ohio 43215, and [CATERER NAME] [CATERER 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**, [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 deemed appropriate by the 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 the 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]'s 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] 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 [CATERER NAME], for any reason, becomes disqualified from conducting business in the State of Ohio, [CATERER NAME] will immediately notify the CSRAB in writing and will immediately cease performance of the Work.
- E. [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. The CSRAB shall be under no duty to keep or maintain any equipment, inventory, stock or supplies.
- F. [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.
- G. [CATERER NAME] will not subcontract any of the responsibilities of this Agreement without the prior written consent of the 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 the 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.
- H. [CATERER NAME] shall, at [CATERER NAME]'s 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.

The 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.

- I. [CATERER NAME] will attend meetings with appropriate CSRAB staff as requested.
- J. The CSRAB shall be responsible for the provision and payment of utilities, except long distance telephone service, but does not guarantee against interrupted utility services. The CSRAB will not be liable for any loss incurred by [CATERER NAME] due to interrupted utility service.
- K. [CATERER NAME] shall prepare, maintain, and make available for inspection by the CSRAB upon request, all books, documents, papers, invoices, and records which detail [CATERER NAME]'s provision of food services or other transactions related to [CATERER NAME]'s 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 the CSRAB upon request.
- L. It is expressly understood that government business may cause the CSRAB to move or cancel a permitted event. The CSRAB will use every reasonable effort to move the permitted event to an acceptable location. If an acceptable location is not agreed on between the 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 the CSRAB agreeing to allow [CATERER NAME] to operate as an approved caterer at Capitol Square, [CATERER NAME], shall pay to the CSRAB a facility fee in the amount of 20% of gross sales, excluding sales taxes. Payment is due by the 10<sup>th</sup> of each month for the previous month events. A copy of the invoice sent to the client shall accompany the facility fee payment to the 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 (“Services”) shall be commenced on July 1, 2023 and concluded on or before June 30, 2025. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement will expire no later than June 30, 2025. The 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**

- A.** The CSRAB may, at any time prior to completion of the Services, suspend or terminate this Agreement with or without cause by giving written notice to [CATERER NAME].
- B.** In the event that this Agreement includes divisible services, the CSRAB may, at any time prior to completion of the contract period, by giving written notice to [CATERER NAME], suspend or terminate any one or more such portions of the Services.
- C.** [CATERER NAME], 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 [CATERER NAME] receives notice of suspension or termination, describing the status of all Services, including, without limitation, results, conclusions resulting therefrom, and any other matters the CSRAB requires.
- D.** [CATERER NAME] agrees to waive any right to, and shall make no claim for, compensation against the CSRAB by reason of any suspension or termination.
- E.** [CATERER NAME] may terminate this Agreement upon sixty (60) days’ prior written notice to the CSRAB.

## **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 the CSRAB to [CATERER NAME] of that breach or default, the 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 the CSRAB.

## **VII. RELATIONSHIP OF PARTIES**

The CSRAB and [CATERER NAME] agree that, during the term of this Agreement, [CATERER NAME] shall be engaged by the 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.

## **VIII. NONDISCRIMINATION OF EMPLOYMENT**

Pursuant to R.C. 125.111 and the CSRAB'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 the 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]'s 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]'S shall bear all costs associated with defending the 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 the 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. CONFIDENTIALITY**

[CATERER NAME] 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.

**XI. RECORD KEEPING**

During performance of this Agreement and for a period of four (4) years after its completion, [CATERER NAME] 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.

**XII. 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.

**XIII. DRUG-FREE WORK PLACE**

[CATERER NAME] agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places, including vaping tobacco or electronic nicotine delivery system, and shall make a good faith effort to ensure that none 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.

**XIV. 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.

## **XV. CONFLICTS OF INTEREST**

No personnel of [CATERER NAME] 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.

## **XVI. RUSSIAN PURCHASE PROHIBITION**

[CATERER NAME] affirms to have read and understands Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the CSRAB reserves the right to recover any funds paid for services the [CATERER NAME] performs which violate Executive Order 2022-02D. The CSRAB does not waive any other rights and remedies provided to the CSRAB in this Agreement. [CATERER NAME] agrees to complete the attached Exhibit A, Executive Order 2022-02D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Agreement.

## **XVII. 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.

## **XVIII. 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.

**XIX. 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.

**XX. 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.

**XXI. 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.

**XXII. 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 the CSRAB, which may be amended from time to time.

**XXIII. 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.

**XXIV. 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*.

**XXV. DEBARMENT.**

[CATERER NAME] 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.

**XXVI. EXECUTION**

This Agreement is not binding upon the 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: \_\_\_\_\_

**EXHIBIT**  
**A**  
**AFFIRMATION AND DISCLOSURE FORM**

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Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 will complete the catering pre-event form provided by the event coordinator.
3. 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.

4. Caterers will be provided the following back of house items for all events:
  - 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
5. 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. All Catering Equipment and staff will be required to go through security at the loading dock prior to entry where the Loading Dock Coordinator or OSHP representative will conduct a search. No badges will be provided unless a caterer purchases a contractor badge. 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/leads must contact the event coordinator to do a final walk-through of their respective areas and complete the end of night checklist 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
  - Outlets on floor can be used (CSRAB staff can unlock)
- Marble benches behind columns in the Atrium cannot be moved
- 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
- 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 to 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 to provide
- Liquid waste drop: Map Room mop closet (Room 027)
- Electric: limited outlets available

## **Ladies Gallery**

- Back of house: Catering Room, extra space outside Hearing Room 110
- Water supply: kitchenette (Room 106)
- Liquid waste drop: Senate Building mop closet (Room 141)
- Electric: limited outlets available
- Tables: must have table coverings

## **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.

- o 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.
- o 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: \_\_\_\_\_