



**Solicitation Information  
APRIL 15, 2016**

**RFP# 7550529**

**TITLE: Powers Building Cafeteria Services**

**Submission Deadline: May 13, 2016 @ 11:00 am (Eastern Time)**

**PRE-BID/ PROPOSAL CONFERENCE: YES**

**MANDATORY: YES**

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

**DATE: April 27 , 2016 @ 10:30 am**

**LOCATION: Powers Building Cafeteria, Executive Dining Room. One Capitol Hill, Ground Floor, Providence, RI, 02908**

Questions concerning this solicitation must be received by the Division of Purchases at Gary.Mosca@[purchasing.ri.gov](mailto:purchasing.ri.gov) no later than **MAY 29, 2016 at 4:00 P.M. (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: YES**

**BOND REQUIRED: YES**

**Gary P. Mosca  
Senior Buyer**

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## **SECTION 1: INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Department of Administration, Division of Capital Asset Management & Maintenance is soliciting proposals from qualified firms to provide qualified food service/catering firms (also referred to in this proposal as “Vendor”, “Offeror”, or “Contractor”) to operate a full-service kitchen in order to prepare and provide food services for state employees and public customers in accordance with the terms of this Request for Proposals and the State’s General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at [www.purchasing.ri.us](http://www.purchasing.ri.us). The initial contract period will begin approximately July 1, 2016 for three years. Contracts may be renewed for up to two additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

### **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be

considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.

7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at (401) 222-3090 or via e-mail at: [Raymond.Lambert@doa.ri.gov](mailto:Raymond.Lambert@doa.ri.gov).
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator

at (401) 574-8670 or via e-mail at: [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov), or visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov).

15. A Service Agreement contract will be developed by the Division of Capital Asset Management and Maintenance which will incorporate a final work plan. A form of agreement is attached as Appendix D.

## **SECTION 2: BACKGROUND AND PURPOSE**

### **General Description of Services:**

The Department of Administration (DOA), Division of Capital Asset Management and Maintenance (DCAMM) seeks a food services vendor that will provide food services for the Capitol Hill Campus, using the facility located in the William Powers Building at One Capitol Hill, Providence, RI. This cafeteria is to be operated for the benefit of an average of approximately 2,000 building occupants on the Capitol Hill Campus. The building is open to State employees and visitors to the campus. Approximately 2,000 state employees have access to the facility as well as an average of approximately 500 visitors during the day that attend on-site meetings, and conduct other business with the State. Most staff in the building and surrounding State buildings have a 30 minute, unscheduled lunch period as well as two 15 minute breaks, one in the morning and another in the afternoon.

At a minimum, the Vendor should be able to:

- Prepare and provide food and beverages with an emphasis on products that are healthy, fresh, to the greatest extent possible, locally sourced;
- Provide catering services (to include breakfast, coffee service, lunch, and snacks) upon request to any of the State occupied buildings on the Capitol Hill Campus; and
- Maintain operations in an environmentally responsible and sustainable manner, using paper products, cutlery, and dishware that are recyclable, compostable, biodegradable or made from recycled materials, and using cleaning products that are environmentally preferable.

DCAMM and the Department of Health (DOH) envision the services under this Contract to be a model for wellness and environmentally sustainable food services operations. The Vendor must demonstrate an ability to implement and to comply with State laws and policies related to waste reduction, recycling, composting, and other environmental efficiency measures.

This contract is designed to ensure that the services provided continue to meet the highest standards for customer satisfaction, affordability, health and wellness, and sustainability. Continual feedback from the selected Vendor, the Agency, and its customers is key to achieving this goal. Through regular, quarterly, feedback opportunities, this RFP and contract are intended to create a special State –Vendor relationship that establishes an opening base line and a process

for incrementally tracking mutually agreed-upon objectives throughout the initial and subsequent contract terms. It is understood that regular process and results evaluations will be essential as DCAMM, DOH, and the selected Vendor will make program adjustments based on the operational and financial results achieved and the level of success in meeting the wellness and sustainability objectives outlined in this RFP and through the course of quarterly operational reviews.

**Description of Facilities:**

(Will be viewed during a walk-through at the mandatory pre-bid conference)

**Building Area and Location:**

The Kitchen and Dining Hall are located on the ground floor level of the William Powers Building, One Capitol Hill, Providence, RI 02908. The facilities occupy a total of approximately 12,500 square feet. Access is available to the loading dock for receiving product and for the disposal of trash, recycling, and compost.

**Cafeteria—Kitchen & Servery**

The Kitchen and Servery were renovated in 2015, and all major equipment was replaced. A complete inventory of food service equipment is attached to this RFP as Attachment “A”. In addition to equipment replacement and upgrades, new flooring, LED lighting, and LCD Display screens were installed throughout the servery to display menus.

**Cafeteria—Dining & Seating Area**

Approximately 400 seats.

**Hours of Operation**

Cafeteria services will be provided five (5) days per week, Monday through Friday, from 7:00 a.m.-4:00 p.m. State Offices are closed for the following Federal and/or State Holidays:

- Dr. Martin Luther King Day
- Memorial Day
- Independence Day
- Victory Day (RI Holiday, observed 2nd Monday in August)
- Labor Day
- Columbus Day
- Election Day (when appropriate)
- Veterans’ Day
- Thanksgiving Day
- Christmas Day

**Effective Date:**

Service will begin on or about July 1, 2016. The initial contract period shall be thirty-six (36) months. The State may renew this contract for a period of up to twenty-four (24) months, in two (2) separate 12-month agreements.

## **Specific Requirements**

The vendor must possess prior experience in food service operations and must possess or obtain all required licenses or certifications to comply with State and Federal regulations for food service providers.

## **SECTION 3: SCOPE OF WORK**

### **General Scope of Work**

The Vendor shall operate in the Vendor's name; the food service facilities for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by DCAMM, in accordance with all terms and conditions specified herein.

### **Specific Activities / Tasks**

#### **Vendor Responsibilities.**

The Vendor shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the building in which services are provided. The Vendor shall employ sufficient and suitable personnel to support this contract, secure and maintain insurance, maintain records, maintain all required licenses (State and Federal) for foodservice operations, submit reports, and observe other contract requirements, all as more specifically set forth herein.

The Vendor shall pay each and every fee, expense or other charge incident to or resulting from operations under the contract as more specifically set forth herein.

Vendor shall meet quarterly with DCAMM and designated representatives from State Agencies to discuss mutual objectives, including but not limited to: service levels, wellness, sustainability, menus and marketing programs. Vendor shall meet as needed to discuss any issues or significant changes to services, including, but not limited to: price increases or alteration of service hours.

#### **Cafeteria Facility**

The Cafeteria will be in operation Monday-Friday and will be open continuously from 7:00 a.m.- 3:00 p.m. These hours are subject to change at the discretion of DCAMM.

#### **Menu Profile**

It shall be the responsibility of the Vendor to provide a variety of quality prepared foods that support wellness and sustainability in accordance with industry trends, industry standard practices and the industry's latest concepts.

The Vendor shall offer a variety of food options that meet the needs of the customers, including vegetarian, vegan, and organic, healthy, and gluten-free. Menus must also include items for people with dietary restrictions and allergies. All items available in the cafeteria must be labeled with calories per serving, and displayed on menus in a clear and conspicuous manner. All menu items which meet the health claim eligibility must be clearly labeled for customers.

In light of the emphasis placed on the health and wellness in this solicitation, and in order to ensure optimum visibility of the healthy menu offerings, the Vendor will work with RIDOH to develop priority placement strategies for products in the cafeteria and on the serving lines that meet the latest federal guidelines for nutrition. Examples of product placement may include placement of healthy menu offerings as the first thing the customer encounters at each serving line, or at the cash register or at key places on serving lines that are closest to eye level.

All menu options should be developed considering the following recommendations for key elements of Healthy Eating Patterns:

- Maintain a healthy eating pattern that accounts for all food and beverage groups within an appropriate calorie level. A healthy eating program includes:
  - A variety of vegetables from all the subgroups—dark green, red and orange, legumes (beans and peas), starchy, and other
  - Fruits, especially whole fruits
  - Grains, at least half of which are whole grains
  - Fat-free or low-fat dairy, including milk, yogurt, cheese, and/or fortified soy beverages
  - A variety of protein foods, including seafood, lean meats and poultry, eggs, legumes (beans and peas), and nuts, seeds, and soy products
  - Oils
- Limit saturated fats, added sugars, and sodium:
  - Consume less than 10% of calories per day from added sugars
  - Consume less than 10% of calories per day from saturated fats
  - Consume less than 2,300 mg of sodium per day

Prior to the start date of service, the Vendor shall provide to DCAMM a complete price/portion book for the account (e.g.: Ham sandwich: list ounces of meat, toppings included and selling price, Salad: list price per unit and selling price). **Proposals must include a list of at least fifteen (15) sample entrees and a list of snack options, including suggested pricing.**

## **Wellness Program**

The Rhode Island Department of Health has an established Worksite Wellness Program which has been awarded funding from The Centers for Disease Control and Prevention (CDC) to work with cafeteria vendors on state property. The Vendor will be required to meet with the DOH Worksite Wellness Coordinator on a quarterly basis to collaborate on wellness initiatives. Examples of best-practice recommendations from DOH may include controlling portion sizes, designing programs to incentivize the purchase of healthier items, posting nutritional information at point of sale, periodic surveying of the staff, product placement, and special/themed events.

DOH strongly supports Division of Capital Asset Management and Maintenance (DCAMM) actions to increase healthy and sustainable food and beverage options and operations in State buildings.

The overall goal of this partnership is to increase the offering of healthier and sustainable food and beverage choices, while decreasing the sodium content in available foods, and allowing individuals to make informed choices about what they are purchasing and eating through labeling of menu items. This relationship will also assist Vendors in maximizing their ability to create a healthy and sustainable food service.

## **Sustainability Program**

The State of Rhode Island recognizes the importance of promoting sustainable systems that protect our people, our planet and our economic vitality. It is encouraged that the Vendor employs these practices in the daily operation of the Powers Building Cafeteria and demonstrates their corporate capability in applying these standards

## **Sustainability Standards**

1. General Operations  
Standard Criteria:
  - Participate in waste reduction, recycling and composting programs (when applicable).
  - Promote and incentivize the use of reusable beverage containers.
  - Utilize green cleaning practices.
  - Provide materials for single-service items (e.g., trays, flatware, plates, and bowls) that are compostable and made from bio-based products.
  
2. General Food  
Standard Criteria:
  - Offer 25% of food choices to be organically or locally or documented sustainably grown (e.g. integrated pest management, pesticide free, other labeling programs, etc.).

Above Standards:

- Offer 10% of all food to be Certified Organic.

3. Sustainability labeling

Standard Criteria:

- Educate about the value of agricultural best practices that are ecologically sound, economically viable and socially responsible in agency cafeteria services (e.g., signage, informational programs, and other means of communicating the benefits of the items that are labeled organic, local, and/or sustainable).

Above Standard

- Label organic, local or documented sustainably grown food items available in food service at the point of choice.
- For locally grown foods, include information that identifies the farms and sustainable practices used.

4. Animal products

Standard Criteria:

- Only offer fish/seafood identified as “Best Choices” or “Good Alternatives” on the Monterey Bay Aquarium’s seafood Watch list or certified by Marine Stewardship Council (or equivalent program).

Above Standards:

- Offer Certified Organic or documented sustainably or locally produced milk and milk products.
- Offer Certified Organic or documented sustainably or locally produced eggs and meat (e.g., grass fed, free-range, pasture raised, grass finished, humanely raised and handled).

5. Beverages

Standard Criteria:

- Offer drinking water at no charge.

Above standards:

- If offering coffee or tea, offer coffee or tea that is fair trade, Certified Organic, shade grown, and/or bird friendly.
- If bottled water is offered it is packaged in compostable bottles.
- Offer and promote a “bottleless” drinking water program, for example provide filtered water and a reusable mug program.

It is encouraged that the Vendor employs these practices in the daily operation of the Powers Building cafeteria and demonstrates their corporate capability in applying these standards.

## Service

Patrons shall be encouraged to remove trays, containers and utensils from tables to the trash/recycle stations that will be strategically located in the dining area.

The Vendor will provide bussing service during service hours to remove any remaining soiled trays, containers and utensils and assure that tables and chairs are kept clean.

## Equipment and Utensils Furnished by the Vendor

- i. All required equipment and utensils (sample list below) shall be provided by the Vendor who shall replace such equipment and utensils when necessary. Equipment and utensils provided by the Vendor shall be of a quality in keeping with that provided by the Agency.

Sample items expected to be provided by Vendor:

Can Openers	POS System
Storage Containers	Condiment Dispensers
Napkin Dispensers	Office Furniture
Glassware	Computer system
Steam table pans	Utensils and kitchenware
Merchandising Equipment	Safe Machines - office
Scales, food preparation	Menu boards, letters, price markers
Sharpeners	Silverware
Trash receptacles	Trays

All other kitchen small wares to meet contract requirements

The Vendor shall provide “Green” disposable products. All disposable products must be compatible with the recycling/compost system that will be or is in use within the building. The use of disposable products (including plates, cups, and bowls) constructed of Polystyrene Foam is prohibited.

- ii. The Vendor shall provide complete Point of Sale (POS) system to include the acceptance of patron’s use of credit and debit cards in an expeditious manner at cafeteria. A system that allows for ordering and payment in advance is highly encouraged. Cash registers shall be furnished by DCAMM.
- iii. Vendor should maintain a physical inventory of all Vendor owned equipment on site. All Vendors owned equipment shall remain the property of the Vendor throughout the contract term.

- iv. All items provided by the Vendor shall be of good quality, suitable for the purpose of its intended use, and consistent with the quality of the various items provided by the Agency and meeting current business and industry standards.

### **Cleaning/Janitorial Services**

The routine cleaning of the Cafeteria and seating area will be the responsibility of the Vendor.

The Vendor will have the responsibility of quarterly carpet cleaning in the seating area.

The Vendor shall furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the cafeteria areas and foodservice equipment (including hoods and/or water wash down system) within its areas of responsibility in a clean, orderly, and sanitary condition at all times as detailed below. In connection with the performance of this contract, the Vendor shall not use any material which the State solely determines would be unsuitable for the purpose, or harmful to the surfaces to which it is applied.

The Vendor shall be responsible for the cleaning and maintenance of the serving area floors after service hours. Floors must be swept/vacuumed and mopped daily. The Vendor shall be responsible for the cleaning and maintenance of all serving-area counters and associated equipment. The Vendor shall maintain the serving area floors in a clean condition and spillage free during service hours. The Vendor shall leave the serving area floors in clean condition after service hours.

The Vendor shall be responsible for deep cleaning the Servery flooring, at a minimum of once per year.

The Vendor shall maintain the Cafeteria dining room area and /carpet in a clean condition and spillage free during service hours. The Vendor shall be responsible for the cleaning and maintenance of the dining room flooring/carpet after service hours.

The Vendor will be responsible for the maintaining and cleaning dining room equipment including but not limited to, tables, table tops and bases, chairs, counters, , trash collection stations and be responsible for removing trash from the dining room collections points during and after service periods. Vendor shall only use single-use liners in trash receptacles, and replace each time trash is emptied.

It is the responsibility of the Vendor to keep building areas and items utilized by the Vendor in a clean and sanitary condition, including but not limited to: walls, ceilings (excluding Building heating ventilation and air conditioning louvers, lighting fixtures or other building equipment that is part of a general building mechanical system), lavatories, floor drains, kitchen, Servery, storage areas, loading docks and dumpster locations, dining area tables, chairs and floor, *et al.*

The Vendor will be responsible for complying with GS-42 **Green Seal Environmental Standard for Cleaning Services** during the term of this contract. For program details, additional information on Green Seal or any of its programs please contact:

Green Seal  
1001 Connecticut Avenue, NW, Suite 827  
Washington DC, 20036-5525 or  
[www.greenseal.org](http://www.greenseal.org)

Failure to keep any of the facilities that are the responsibility of the Vendor in a clean and sanitary condition satisfactory to the Agency may result in either of the following:

- a) The Agency may have the facility cleaned by other means and the cost of such work charged to the Vendor.
- b) The Vendor will assume the cost of Equipment Preventative Maintenance, Rodent Control and/or Trash Removal at the discretion of DCAMM.

DCAMM may require additional cleaning as deemed necessary. No work shall be performed on weekends or State holidays, as previously indicated on page 6 without prior approval of DCAMM.

### **Personnel & Supervision**

The Vendor shall employ sufficient personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service. All employees must be sober, conscientious, neat, and courteous.

The Vendor must provide training to employees to ensure competent performance in all areas associated with these contracted services.

- **Manager.** The Vendor is required to provide a professional, full-time, qualified food service manager for the facility. The manager will be subject to the approval of the Agency. The Vendor's manager will be delegated the authority, and shall be able to effectively manage the day-to-day operation of the cafeteria relative to supervision of personnel and training, execution of the Vendor's RFP response, menu planning, purchasing, cost control, sanitation, and customer satisfaction, etc. To facilitate customer feedback, the Vendor will establish an online or e-mail customer feedback program with comments being sent directly to the on-site manager, DCAMM and the DOH representative. The establishment of this program will be coordinated with the Agency. The on-site manager will monitor daily the customer comments and/or complaints received via such program. The Agency will reserve the right to monitor both customer submissions and Vendor responses.

The manager must be onsite when the cafeteria is open, for the duration of this contract. The Vendor's manager will be replaced, on 30 days' notice, upon request of DCAMM. A representative of the Vendor (i.e. District Manager), other than the above manager, shall visit the facility periodically. A representative of executive status (e.g. Vice President) shall visit the facilities to adjust significant matters requiring attention upon 48 hours' notice from the State.

- **Uniforms.** At all times while on duty, the Vendor's employees shall wear a distinctive professional looking uniform that displays the company logo, wear a hair net and or other suitable head covering, appropriate gloves while handling food and a legible name badge as a means of identification at all times while they are in the building.
- **Support Staff.** The Vendor must provide adequate, trained relief personnel (management and hourly) to substitute for the regular employees when they are absent (scheduled or unscheduled) in order that a high quality food service operation will be maintained with consistently of standards at all times. Staffing levels must be sufficient to ensure that wait times are kept to a minimum, as most employees only have a 30-minute lunch period.
- The Vendor shall require the employees to comply with such instructions pertaining to conduct and building regulations as are in effect for the control of persons in the building, or as may be issued for that purpose by the Agency.
- The Vendor is required to schedule an employee training program that will continue for the duration of this contract and any extensions thereof, to ensure that their employees perform their jobs with the highest standards of efficiency, customer service and sanitation excellence. Vendor must keep on site a record copy of training attendance and subject matter for all employees for State review.
- All articles found by the Vendor, the Vendor's agents or employees, or by patrons and given to the Vendor shall be turned in to the front entrance security desk as lost and found items.

### **Sanitation and Quality**

The Vendor shall serve quality food, under clean and sanitary conditions in accordance with the provisions and recommendations contained in the most recently published Food Code, U.S. Public Health Service publication. All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemishes. All foods shall, when served, be attractive in appearance and correct in temperature and consistency. To the greatest degree possible, the

Vendor will purchase food that is sustainable, including foods that are produced locally and regionally, and prepare food from scratch.

The minimum specifications the Vendor will use as a guide when purchasing food products are:

- **Meat**
  - Beef U.S. Department of Agriculture (USDA) Choice or greater
  - Pork USDA Number 1
  - Veal USDA Select and Choice
  - Lamb USDA Choice
  - Poultry USDA Grade “A” for all graded fresh or frozen poultry and poultry products as a minimum specification
  
- **Seafood**
  - Frozen Fish Monterey Bay Aquarium’s Seafood Watch guidelines
  - Fresh Fish Monterey Bay Aquarium’s Seafood Watch guidelines
  
- **Dairy**
  - Eggs Fresh USDA or State Grade “A” Butter USDA Grade “A” (92) Score
  - Cheese USDA Grade “A” for all graded cheeses
  - Milk and milk products USDA Grade “A” Fresh
  - Soy products FDA guidelines
  - Produce USDA Grade “A”
  - Dry Stores Grade “A” Fancy
  - Canned goods Grade “A” Fancy

Products containing high fructose corn syrup, modified corn starch, and other similar additives, as well as products including preservatives, are highly discouraged from wholesale ingredients to be incorporated in menu items that will be prepared onsite.

These are minimum specifications for sanitation and quality. Offeror may propose additional and higher standards that meet the State’s goals of providing an environmental sustainable, healthy cafeteria for its employees.

The most recently published Food Code, U.S. Public Health Service publication and all local codes and regulations relating to food service sanitation and procedures shall be adhered to by the Vendor.

The Vendor is to develop a Hazard Analysis and Critical Control Point (HACCP) plan as required by Health Department. A copy is to be submitted to DCAMM.

Material Safety Data Sheets (MSDS) shall be onsite prior to the start date of the contract and remain updated on site.

The State requires that a certified food handler (as required by Health Department) to be on the premises during all operating hours.

Any suspected outbreak of illness, whether involving employees or visitors, is to be reported immediately to DCAMM, and to DOH. A suspected outbreak of human illness results when two or more persons have common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

### **Modification to Service Schedule**

Any request for modifying the hours or days of service shall be submitted for approval of the Division of Capital Asset Management and Maintenance (DCAMM) prior to start of service date. The Vendor can submit a request for reduction in service during State holiday periods in advance (90 days). DCAMM will review the request and advise the Vendor if the request is approved.

The Vendor shall maintain continuity of services, without interruption, throughout the entire term of the contract according to the terms set forth herein. Service should be provided, in accordance with the schedule outlined in this contract, unless a State of Emergency is declared.

### **Procedures for Future Price Adjustments/Changes**

Proposals for future price adjustments/changes will be reviewed and considered for approval at annual meetings between Vendor and DCAMM. Proposals must be submitted with supporting documentation in a spreadsheet format that includes:

- i. Any changes to standard menu prices, portions, or items offered for sale shall be submitted to the designated DCAMM Representative and shall be submitted as replacement pages for the price/portion book initially submitted by the Vendor. Daily or weekly promotional menu items are excluded.
- ii. Date of proposed price adjustment.
- iii. A market basket survey of at least 3 similar food facilities in the local area (DCAMM accepted locations).
- iv. In situations where one or more critical food or supply items have sudden upward price fluctuations due to an “Act-of-God” or other situation considered by the Vendor to be out of its control, the Division of Capital Asset Management and Maintenance is to be contacted with a request for a temporary surcharge or menu change. Once the subject prices have stabilized, the former approved price is to be reestablished or the item returned the menu as specified.

If the price change/adjustment is accepted by DCAMM, a meeting will take place between DCAMM, Vendor, and Client of the Agency for final approval. After approval, a notice to the customers is then created by the Vendor and posted in prominent locations at least 14 days prior to the on-site implementation.

## **Recycling**

The Vendor shall participate and integrate with the recycling and composting program (i.e. cardboard, aluminum, metal cans, plastic, glass, etc.) operated by the Agency in the building. At this time, composting is not available at the facility; however, the follow roles and responsibilities will apply when applicable. The Agency shall provide the recycling/composting-collection bins. Vendor shall make collections from each bin in the dining area as needed during and after food service periods, at a minimum, at least once each day. Vendor is responsible for sorting compost material from compost bins in the dining room and from bins delivered by Agency to the composting area from elsewhere in the building, if any (i.e. compost collection bins on upper floors of the building in connection with an expanded composting program) and operating the composting equipment to process all such compost material in accordance with the operating instructions for the composting equipment. Agency shall store any materials to be recycled. The Agency, in conjunction with the Vendor, shall encourage and educate the customer on the recycling/composting program and necessary sorting of customer's materials.

The Vendor is responsible to collect, store and recycle grease and cooking oils. The containers and surrounding space are to be kept clean and orderly by the Vendor. The Vendor shall be responsible for the proper storage and marking of containers of grease and cooking oils. The kitchen grease will be collected in containers that are waterproof, vermin-proof, covered with working lids, and well-labeled to indicate what should be deposited in the container.

## **Hazardous Conditions**

The Vendor shall be responsible for identification, the prevention of, and when appropriate, the cleanup of, unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative of the Vendor, Federal employee or other patrons of the food service facility and shall be applicable to any portion of the facility that is under the jurisdiction of the Vendor.

- i. Hazardous Conditions:** The Vendor is responsible for identifying any hazardous conditions that may develop in the space assigned, and shall immediately notify DCAMM of the condition. The Agency does not warrant or guarantee that no other possible safety hazards exist.
- ii. Compliance with OSHA:** Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of Vendor employees and subcontractor employees performing the requirements defined in this specification is

exclusively the obligation of the Vendor. The State will assume no liability or responsibility for the Vendor's compliance or noncompliance with such requirements.

### **Occupant Emergency Program**

The Vendor shall notify the Capitol Police in the event of fire. All of the Vendor employees shall be organized and trained to participate in Fire, Shelter in Place (SIP) and drills including the reporting of fires. This shall be accomplished with the cooperation of the DCAMM Designated Agency Representative and the Occupant Emergency Plan, a self-protection plan developed in accordance with DCAMM guidelines. A copy of this plan is available through the Designated Agency Representative.

### **Security Areas**

The Vendor shall be responsible for the security of all areas under the jurisdiction of the Vendor. Designated employees shall have the responsibility for determining that all equipment has been turned off, that windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. This should be provided in a daily report to the Guard Office upon leaving the building. A key shall be available for emergency use in the building security office.

### **Liability**

The State will not be responsible in any way for damage or loss occasioned by fire, theft, accident, or otherwise to the Vendor's stored supplies, materials or equipment, or the employees' personal belongings. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to DCAMM immediately.

### **Reporting Requirements**

#### **1. Monthly (or four week) Operating Statements:**

The Vendor shall furnish copies of the monthly (or four week) profit and loss operating statement to DCAMM within twenty (20) days after the end of the monthly (or four week) accounting period. The profit and loss statement must be submitted on the attached DCAMM Form Included in the attachment section. The Agency shall, as required and necessary, examine and audit all phases of the financial operation of the food services provided by the Vendor.

On a monthly basis, the Vendor is also required to provide the following information relating to patronage and sales:

Reporting Period: Month/Year

Revenue Days: #

	Total Sales	Customer Count	Check Average	Customer per Day
Breakfast	\$0.00	#	\$0.00	#
Lunch	\$0.00	#	\$0.00	#

Monthly/accounting period and annual roll-up reporting shall include gross sales percentages and customer count summaries derived from DCAMM endorsed healthful and organic menu items as a means to track the effectiveness of the wellness initiatives.

Failure to submit requested financial information to the Agency in a timely manner as defined above may result in the Vendor assuming the cost of Equipment Preventative Maintenance, Rodent Control and/or Trash Removal at the discretion of DCAMM.

### **Review & Report Requirements**

DCAMM and DOH representatives will meet with Vendor regularly. As part of these regular reviews, the State will develop a Performance Improvement Plan. The Performance Improvement Plan will include reasonable and appropriate timeframes for remediation of any issue(s) identified during these meetings. Vendor's failure to implement the Performance Improvement Plan within the timeframe(s) stated in the Performance Improvement Plan may be deemed, in the State's sole discretion, failure to perform by Vendor, for which the State may terminate for cause this contract.

Reviews will be held according to the following schedule:

#### **a. Quarterly Reviews**

The quarterly review will include an on-site meeting between DCAMM, DOH, and the Vendor, and will review Vendor's compliance with the contract, including but not limited to:

- Assess operational results specific to wellness and sustainability objectives specified in this contract;
- Review any requests for price modification/adjustment;
- Review any proposed changes to the menu;
- Review of Vendor's health and safety record;
- Review customer-satisfaction survey results;
- Address any issues any concerns related to the terms of this contract.

**b. Annual Review**

In addition to these quarterly meetings, the Vendor shall prepare an annual report as described below in preparation for an annual meeting between all parties to the contract.

An annual review will be conducted that will include a comprehensive review of all aspects of the operation. The review will assess every key aspect of the operation, with the vendor giving a presentation of how the site is performing measured against critical benchmarks such as customer satisfaction rate, capture rate, food and labor costs and a marketing plan. At the end of the review, the vendor will present benchmark goals for the coming year as well as a marketing plan and business plan.

To facilitate the annual review, the Vendor shall provide an annual review in the form of a written report to DCAMM and the Agency. It is in the best interest of the State to ensure the success of the Vendor during the performance of this contract. The State, with oversight and support of the Vendor, will also ensure the satisfaction of the Agency and customers. The annual report is intended to provide focus as to the Vendor's efforts and build a plan that is in line with industry trends and provide customers with venues that meet their expectations and build on continued operational success.

The annual report provided and conducted by the Vendor shall include a comprehensive review of the above and also shall include:

Patron Survey – overall results and trend analysis

- a) Quantity of complaints/comments and specific nature with Vendor responses, including, without limitation, complaints/comments submitted by customers to the electronic feedback program noted below.
- b) Monthly Inspections including internal, DCAMM, Health Department, etc.
- c) Food Safety Audit
- d) Vendor overall program (stations and/or renovations) as submitted in the response to the Request for Proposal (RFP)
- e) Profit and Loss Statement review.
- f) A summary of the year's inspection/audit reports from Section 5.3 (a through p) above.

**Vendor certification of end-of-fiscal year statement**

All cafeteria Vendors shall certify their end-of-fiscal-year profit/loss statements for submission to DCAMM no later than 90 days after end of fiscal year.

**Equipment records**

The Vendor shall acknowledge in writing within 30 days of the contract start date to DCAMM receipt of the Agency-owned equipment listed in the attached Equipment Inventory and properly track all additions, replacements and removals of Agency owned equipment.

## **Operating Expenses**

The Vendor is permitted to incur the usual type of operating expenses for cafeteria services as detailed in the attached profit and loss statement. Expenses listed under Other Costs must be detailed by Vendor. Operating expenses are the actual net costs after deduction of trade discounts, cash discounts, rebates, etc., which accrue or which the Vendor becomes obligated to pay because of operations under the contract.

The following are not allowable as operating expenses under the terms of the contract, but are to be recovered as part of the administrative expense or General Overhead in an amount not to exceed 3.0% of sales:

- 1) Payroll computations and disbursements of employee salaries.
- 2) Wages and salaries of home-office employees and general administrative, executive, and management officials for general supervision of the contract.
- 3) Wages and salaries of home-office employees and general administrative, executive, and management officials for opening expenses at startup of the contract.
- 4) Accounting expenses, including costs of preparing financial reports.
- 5) Supervision of facilities by Vendor's home office personnel.
- 6) Other wages and salaries to the extent that they exceed those normally paid for similar work in the locality, unless approved by the CO.
- 7) Home Office management costs, such as general management overhead, transportation of management personnel, and any other indirect management costs, as related to this contract.
- 8) Repairs necessary as the result of negligence of the Vendor or his employees.
- 9) Payment for forms and other supplies or stationery.
- 10) Depreciation (unless project/investment is approved by DCAMM)

Other expenses may not be incurred as operating expenses without the approval of the Agency.

## **Telephone and Computer Systems**

The Vendor is responsible to install and pay for the telephone system and other computer connections/lines etc. as needed to fulfill obligations under this contract.

## **Building Space**

- **Space Modifications:** The Vendor shall secure written permission from DCAMM and Agency prior to performing any physical modification of the building space provided for his use. In addition, the Vendor must provide all construction documentation including estimated cost, if any, describing in detail the modification requested prior to proceeding with the work.

- **Returned Space:** The Vendor shall use reasonable care shall be exercised in the use of space and Agency-owned equipment and, upon contract termination, the Vendor will yield such space and equipment in as good condition as when received, except for ordinary wear and tear, and damage or destruction beyond the Vendor's control and not due to the Vendor's fault or negligence.

### **Energy Conservation Guidelines**

The Vendor shall be responsible for securing lights and cafeteria/kitchen equipment during periods of non-active operations that are not essential for safety, security or sanitation. Energy audits maybe conducted at random during and after operating hours to ensure Vendor adherence to sound energy conservation practices, which shall include usage and conservation of water and energy.

### **Quality Standards**

The Vendor shall ensure that the required services in the Technical Proposal and elsewhere in this contract, meet the quality standards outlined herein. All work performed under this contract shall be highest quality, consistent with best industry practices, assure timely provision of services, optimum tenant agency satisfaction, comply with Wellness Program and Sustainability Plan requirements and adequate protection of State assets.

### **Vendor Responsibility**

The Vendor is responsible for the day-to-day inspection and monitoring of all contract services performed to ensure compliance with contract requirements. The results of all inspections conducted by the Vendor shall be documented on inspection reports (warranted as presented) and made available to DCAMM as required, or on the last workday of each month.

### **Inspections**

1. Facilities operated under the contract will be inspected periodically by representatives of the State and, when circumstances warrant, by representatives of local health departments. After each inspection the operator will be advised of unsatisfactory conditions for which he/she is responsible. Deficiencies thus reported shall be corrected by the operator in timely period specified by such inspections or written justification for an extension of not more than one (1) full day. Local health inspections must be reported to DCAMM within 24 hours.
2. The State shall have the right to send its representative into areas assigned for the operator's use, at any time, for inspection or other purposes approved by DCAMM.

3. The Vendor will be subject to a monthly, unannounced audit of the food service facilities by a representative of DCAMM. The audit shall specifically include a comprehensive review of:
  - (a) Service quality, attentiveness, courtesy, and similar factors.
  - (b) Food quality, presentation, merchandising and promotions.
  - (c) Sanitary practices and conditions.
  - (d) Personnel appearance and staffing levels in accordance with Vendor proposal.
  - (e) Training program techniques, schedules and records.
  - (f) Safety conditions.
  - (g) Menu compliance, as indicated in the minimum acceptable menu profile to include DCAMM approved wellness selections.
  - (h) Portion sizes as submitted in the Vendor's business plan.
  - (i) Menu pricing as submitted in the Vendor's business plan.
  - (j) Cash Register tapes and sales records.
  - (k) Vendor overall program (stations and/or renovations) as submitted in the response to the Request for Proposal (RFP).
  - (l) Sustainability practices as specified in the Vendor Sustainability Plan.
  - (m) Adherence to contract requirements to participate in Agency recycling program.
  - (n) Use Green Seal certified cleaning products.
  - (o) Maximizing and proper use of composting equipment.
  - (p) Energy and water conservation program.

#### **SECTION 4: SERVICES, SUPPLIES, AND EQUIPMENT FURNISHED BY THE STATE**

DCAMM shall provide, without cost to the Vendor, the facilities, materials, and services listed below. State property shall be used for official State business only in the performance of this contract or on-site catering. The Vendor or the Vendor's employees other than in the performance of this contract will not use State property in any manner for any personal advantage, business gain, or other personal endeavor.

##### **A. Property**

###### **i. State Furnished Space:**

The State agrees to grant to the Vendor for the stipulated period, subject to the contract requirements and conditions herein, the right to establish, manage and operate a cafeteria in the William Powers Building as described herein and in connection therewith to prepare and sell food, nonalcoholic beverages and such other products as the State may authorize.

## **B. Facilities**

At the beginning of the contract period, the Agency will provide space for operations under the contract, as set forth herein, space as it may deem necessary or desirable. The Agency will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Agency will, as it deems advisable, provide space heating, space lighting, ventilation, and the utilities. In addition, it will:

- i.** Make such improvements and alterations as it may deem necessary or desirable to prepare or recondition assigned space for its intended purpose, including improvements and alterations necessary to conform to applicable sanitary requirements or add services modules within the facility that is desired by the Agency to meet customer requirements at the State's discretion.
- ii.** Maintain and repair building structure in areas assigned for the operator's use, including painting and redecoration, the maintenance of gas, water, steam, sewer (including all grease traps), electrical lines, ventilation (including duct work and fans), fire suppression systems, building electrical lighting fixtures (including re-lamping), walls, ceilings and repair of floors and floor coverings. The Vendor shall bear the expenses of repairs necessary because of negligence on the part of the Vendor or the Vendor's employees.
- iii.** At its own expense, provide, install and permit the Vendor to use the equipment listed and additional equipment of a similar type when required for expansion approved by DCAMM; provided, that equipment no longer needed for the contract operations may be withdrawn by DCAMM. The Agency will replace equipment which it has provided, as it deems necessary.

## **C. Parking**

Parking spaces located in the DOA parking lots will be provided for Vendor's use in the performance of the Contract.

## **D. Windows**

The Agency shall be responsible for the cleaning of all windows (outside and inside thereof). The Agency shall be responsible for the cleaning of blinds, window coverings and drapes in the dining areas.

## **E. Preventive Maintenance**

- i.** The Agency shall perform a preventive maintenance (PM) program on all Agency-owned equipment.

- ii. The preventive maintenance provided by the Agency will be in accordance with the manufacturer's suggested maintenance guide for each individual piece of equipment.

**F. Rodent/Pest control**

The Agency will contract, pay for and maintain an effective foodservice related program for Rodent/Pest Control. Pesticide application shall be according to need and not by schedule.

The Vendor shall coordinate his efforts with the programs conducted by the building's management staff and/or building management pest control Vendor. The Vendor shall be responsible for advising DCAMM about any structural, sanitary, or procedural actions by the State that would reduce food, water, harborage, or access used by pests. The Vendor must maintain a high sanitation standard to the satisfaction of the State to help control and minimize rodent activities.

Failure to maintain high sanitation standard will result in the Vendor assuming all Rodent/Pest Control costs. All personnel providing on-site pest control service must be approved by DCAMM.

**G. Trash removal**

The Agency will contract and pay for trash removal and the trash container. The Vendor is responsible for transporting trash (material that cannot be composted) to building trash container location. Failure to maintain high sanitation standards will result in the Vendor assuming all trash removal costs. Vendor is responsible for maintaining and emptying trash from dining room collection points during and after service. Under no circumstances shall trash remain in cafeteria or dining room receptacles outside of service hours.

**H. State-owned equipment**

The Agency will furnish for the Vendor's use, foodservice equipment listed in the attachment Inventory of Food Service Equipment List.

**I. Public space**

The State reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of State employees or other assemblies. After each use the space will be cleaned and rearranged by the Agency without expense to the Vendor.

## **J. Restrictions.**

**i. Equipment.** Unless otherwise permitted by the DCAMM, the Vendor shall not install and/or operate any automatic vending equipment or remove any Agency-owned equipment from the premises (except for repair).

**ii. Patronage.** Since the facilities to be provided hereunder are for the benefit and conveniences of State employees, patronage from other sources may be regulated by the State.

**iii. Weekends, Federal, and State holidays.** No work shall be performed weekends, Federal, or State holidays without prior approval of DCAMM.

**iv. Facilities.** The physical facilities made available to the Vendor under this contract shall not be used in connection with operations not included in the contract.

## **D. Records**

The Vendor shall maintain such accounting and operating records in connection with operations under this contract as are satisfactory to DCAMM. The Vendor shall take all necessary precautions to assure that all income received from any source is immediately recorded through cash register sales tickets and that all expenditures are supported by appropriate vouchers.

## **E. Projected Annual Budget**

At the beginning of each fiscal year, the Vendor shall provide DCAMM's designated representative a projected annual operating budget (pro forma), estimated customer participation and projected check average.

## **F. Protection and Damage**

Items shall be removed, if necessary, and replaced in their original locations. Equipment, furnishings, building and building accessories damaged due to work performed by the Vendor or a sub-contractor under this contract shall be repaired or replaced to their original condition by the Vendor at no additional cost to the State.

## **SECTION 5: TECHNICAL PROPOSAL**

Narrative and format: The separate technical proposal should address specifically each of the required elements:

### **1. (0-30 points) Experience of the Offeror and Project Principals:**

Describe the food services firm and any sub-contracted consultants general experience as well as its specific experience and qualifications for providing cafeteria services of a similar size, scope and purpose. List the percentage of work to be completed directly by the Vendor and the percentage to be completed by sub-contractors. Indicate the plan for compliance with the State's MBE/WBE requirements.

Proposals must provide answers to the following questions:

- What experience does the food services firm have with operating a full-service kitchen in order to prepare and provide food services for facilities of a similar size and purpose?
- Does the Proposal illustrate that the proposed staff assigned to operate the kitchen have the background and experience necessary to satisfy the scope of services outlined in this proposal?
- Has the Offeror demonstrated in the proposal that they have sufficient personnel resources to provide the services requested?
- What is the offeror's plan for compliance with the State's MBE/WBE Requirements?

### **2. (0-35 points) Operations Plan:**

This section shall describe the Offeror's understanding of the State's requirement, including the result(s) intended and desired, the approach and/or method to be employed, and a Work Plan, including a sample menu, a staffing plan, a point of sale system, a marketing plan, and an evaluation plan for accomplishing the results proposed.

Proposals must provide answers to the following questions:

- Does the plan illustrate that the Offeror has analyzed, interpreted and understands the issues presented in this proposal?
- Does the plan provide competitive pricing for menu items?
- Does the Work Plan offer an option for ordering and or payment in advance?
- Does the plan describe catering services to be offered?

- Does the plan offer an approach to maintain customer satisfaction by implementing strategies that address issues such as: minimizing wait times, offering grab-and-go options, offering preferred pricing for healthy options, and offering high quality food products?
- Does the proposed plan appear sensitive to the emphasis on environmental sustainability and healthy food options?
- Does the proposal include a diverse sample menu that aligns with current culinary trends?
- Does the Offeror identify both the constraints and opportunities posed by this project?
- Are the staff to be assigned to the project, including a manager, support staff, subcontractors, and others, clearly identified? Is the staffing plan adequate to support the scope of services outlined in this proposal?

### **3. (0-5 Points) References:**

Provide a minimum of three (3) and a maximum of five (5) references for projects of a size and scope that is similar to this proposed project. These individuals may be contacted by members of the selection committee for further information.

## **SECTION 6: FINANCIAL PROPOSAL**

Part Two of the Technical Proposal will require a Financial proposal and will be evaluated on the following criteria (Will represent 30 points for a possible total score of 100 points):

- 1.The Financial Proposal shall be submitted in a **separate, sealed envelope.**
- 2.The Financial Proposal shall include a detailed account of projected income and expenses for the first 12 months of operations. Please use the form in “Appendix C: Financial Proposal Worksheet”. To clearly identify how each figure was derived, the Offeror should include line-by-line explanations and/or assumptions for cost of sales, management and employee benefits, and all operating expenses as backup information to the income and expense worksheet.

## **SECTION 7: EVALUATION AND SELECTION**

1. Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. Responses will be evaluated in two parts. Part One is a Technical proposal and Part Two is a Financial proposal. Both the Technical and Financial proposals are required on the due date listed on page 1 of this solicitation.
2. Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Capability, Capacity, and Qualifications of the Offeror and principal staff	30 Points
Quality of Operations Plan	35 Points
References	5 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Financial Proposal	30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

Points will be assigned based on the offeror’s clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

DCAMM reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

**SECTION 8: PROPOSAL SUBMISSION**

- a) Proposals to provide services set forth in this solicitation must be received by the Division of Purchases on or before the date and time on page one of this solicitation. Responses (**an original plus six (6) copies**) should be mailed or hand-delivered in a sealed envelope marked **“RFP#: “Powers Building Cafeteria Services”** to:

RI Dept. of Administration  
 Division of Purchases, 2nd floor  
 One Capitol Hill  
 Providence, RI 02908-5855

- b) **Reminder:** Proposals misdirected to locations other than the Division of Purchases, or which are otherwise not submitted to the Division of Purchases prior to the time of opening for any cause shall be determined to be late and shall not be accepted, opened, or

considered. The “official” time clock is located in the reception area of the Division of Purchases, 2<sup>nd</sup> floor, One Capitol Hill, Providence, RI.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

## **RESPONSE CONTENTS**

Responses shall include the following:

1. A completed and signed three-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. A separate Technical Proposal describing the vendor's background, qualifications, experience, and operations plan for this facility.
4. A separate Financial Proposal for this scope of services indicating percentage of gross sales payment and guaranteed annual minimum payment to the Department of Administration.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-ROM, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

## **SECTION 9: CONCLUDING STATEMENTS**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest. Responses found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State reserves the right to reject any or all responses submitted and to waive any informality in any vendor’s submission.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

Modifications of the terms of the contract may be made by mutual agreement in writing between DCAMM and Vendor. The State reserves the right to add additional locations/facilities in the future to this Contract by mutual agreement.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

END

**Appendix A**  
**Inventory of Kitchen Equipment**

<u>MANUFACTURER</u>	<u>MODEL NO.</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
BEVERAGE AIRE	PRD2-1BHG	PASS-THRU REFRIGERATOR	11504338
	HRPS2-1HS	REACH-IN REFRIGERATOR	11413622
	HRPS2-1HS	REACH-IN REFRIGERATOR	11504596
	HRPS1-1S	REACH-IN REFRIGERATOR	11503825
	HRPS1-1S	REACH-IN REFRIGERATOR	11503827
	SPE48-12	SANDWICH PREP REFRIGERATOR	11407669
COOKTEK	MC2500	INDUCTION RANGE	6007-15155-C1943
	MC2500	INDUCTION RANGE	6007-15155-C1944
	MC2500	INDUCTION RANGE	6007-15155-C1945
DELFIELD	SMH1-SH	REACH-IN HEATED CABINET	1404152001701
	227L	DIPPING CABINET	1504150002517
DUKE	E101-E	CONVECTION OVEN	05152791
	TCM-46SS-N7	COLD FOOD UNIT	05151336
	TEHF-88SS	HOT FOOD UNIT	05151360
	2642+RHR	RADIANT HEAT ROD	NONE
	TCM-74SS-N7	COLD FOOD UNIT	05151353
	ADI-4MD-N7	COLD FOOD UNIT	05150815
NEMCO	6055A	HOT FOOD WELL	NONE
	6152-24	FRENCH FRY WARMER	NONE

<u>MANUFACTURER</u>	<u>MODEL NO.</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
PITCO	SG14-S	FRYER	G15CD015977
SOUTHBEND	P36D-XX	RANGE	15E15738
STAR	QCS2-600H	CONVEYOR TOASTER	TQ2600415A0019
WELLS	B-406	CHARBROILER	B4060415A0002
	G-196	GRIDDLE	GT1960415A0004
	F-886	FRYER	FE8860415A0007

**Appendix B**  
**List & Tentative Schedule of Deliverables**

**Benchmark Chart for Vendor's Deliverables:**

The Vendor shall be required to submit the following deliverables and reports at times specified in the contract which are considered critical to the successful completion of all contractual requirements. All correspondence is to include contract number.

<b><u>ITEM</u></b>	<b><u>DUE DATE</u></b>	<b><u>DUE TO</u></b>
Price Portion Book	Prior to start of service	DCAMM
MSDS Sheets	Prior to start of service	On Site
Manager Resume	2 weeks prior to start of service	DCAMM
Manager Resume Update	Duration of Contract	DCAMM
Certified Food Handler	Duration of Contract	On Site
Training Records	Duration of Contract	On Site
Equipment Repair Log	Duration of Contract	On Site
Preventative Maintenance Log	Duration of Contract	On Site
Profit and Loss Statement	Monthly	DCAMM
Patronage and Sales Report	Monthly	DCAMM
Sales Product Mix Report	Monthly	DCAMM
Certified Year End Statement	End of Fiscal Year	DCAMM
Equipment Inventory Verification	30 days after start of service	DCAMM
Subcontracts	Duration of Contract	DCAMM
Projected Annual Budget	Beginning of Fiscal Year	DCAMM
Vendor Inspection Reports	Duration of Contract	On Site
Contract Representative	5 days prior to start of service	CO & DCAMM
Record of Health Inspection	1 day after inspection	DCAMM
Payment in Lieu of Rent	Monthly	State/DCAMM
Licenses	Prior to Start of Service	On Site
R.I.V.I.P. Vendor Registration	Prior to start of service	DCAMM/Agency
Insurance Requirements	Prior to Notice to Precede	DCAMM/Agency
Annual Review	Duration of Contract (annual)	DCAMM/Agency
Annual Review of Profit and Loss Statement	Duration of Contract (annual)	DCAMM/Agency

**Government Deliverables Due the Vendor:**

- Post Award Conference - Date to be determined
- Work space (office, locker, and storage area) – if available
- Keys for closets, storage areas, etc. – Date of Start of Service.
- Building Identification Badges

**Appendix C:**  
**Financial Proposal Worksheet**

**INSTRUCTIONS FOR PREPARING THE FINANCIAL BID SUBMITTAL:**

The Offeror is required to complete the attached “Statement of Projected Income and Expenses” for the first twelve months of operation.

This information should be provided for both the Cafeteria as well as for Catering Services.

The Income and Expense Statement is to include only those revenue and expense items directly associated with the operation of each particular revenue center (cafeteria and catering services). The form should be strictly adhered to, and the Offeror should note any discrepancies or modifications with accompanying footnotes.

Financial Statements will be evaluated on:

1. Accuracy of Assumptions
2. Detail and backup information provided for each revenue and expense line item
3. Proposed Commission paid to DCAMM

To clearly identify how each figure was derived, the Offeror should include line-by-line explanations and/or assumptions for cost of sales, management and employee benefits, and all operating expenses as backup information to the pro forma statements.

# Statement of Projected Income and Expenses for 12 Months

**Powers Cafeteria RFP**  
**Year 1**

Financial Statements in U.S. Dollars

Projected Revenue			
	Gross Sales		
	Less: sales tax		
	<b>Net Sales</b>		
Expenses			
	Paper Goods & Supplies		
	Cleaning Products & Supplies		
	Office Supplies		
	Vending Repairs		
	Equipment Maintenance		
	Uniforms		
	Food & Beverage Supplies/Products		
	Equipment Depreciation		
	Management Salary		
	Employee Wages		
	Workers Compensation Insurance		
	Insurance Premiums		
	Pension/Retirement		
	Payroll Taxes		
	Telephone/Data/Internet		
	Other (Please Specify on separate lines below)		
	Commission to DCAMM		
	<b>Total Expenses</b>		
	<b>Net Operating Income</b>		
	<b>Net Income (Loss)</b>		



**APPENDIX D: SAMPLE CONTRACT AGREEMENT**

**1. INTRODUCTION**

This contract is made for a term of three (3) years commencing on the \_\_\_\_\_ by and between:

R.I. Department of Administration  
One Capitol Hill  
Providence, RI 02908

a Department of the State of Rhode Island and hereinafter referred as the "CLIENT", and: \_\_\_\_\_

**2. PURPOSE OF CONTRACT**

The CLIENT hereby retains \_\_\_\_\_ as its exclusive representative and agent to operate during the term of the contract its' Dining Service Facilities and be the preferred provider for catering services maintained for employees and invited guests by the CLIENT, including the right to use the dining room or dining rooms and cafeteria. \_\_\_\_\_ agrees to operate the said dining service facilities for the use of employees and invitees of the CLIENT and to procure and prepare meals for such employees and invitees during the term of said agreement.

**3. DESCRIPTION OF SERVICES**

3.1 Dining Services

\_\_\_\_\_ agrees to provide, furnish and serve meals to employees, guests and invitees of the CLIENT, as described within and according to the requirements of RFP No. 7550529 attached hereto as Appendix \_\_\_\_\_ and incorporated by reference herein.

3.1.1 Cafeteria

\_\_\_\_\_ will operate the Powers Building cafeteria on weekdays from \_\_\_\_ a.m. to \_\_\_\_ p.m. Prices and portions shall be as provided in the proposed prices (attached) or the price and portion guide (attached) or as otherwise mutually agreed upon in writing.

### 3.1.2 Functions/Catering

Both parties hereby acknowledge that \_\_\_\_\_ will be the preferred provider for all functions or occasions requiring catering services at the RI Department of Administration. Prices and portions shall be as provided in \_\_\_\_\_ or as otherwise mutually agreed upon in writing.

### 3.2 Sanitation

\_\_\_\_\_ shall be responsible for overseeing and supervising the cleaning of the areas of the premises that are under \_\_\_\_\_ direct supervision.

## 4. **CCI RESPONSIBILITIES**

### 4.1 Personnel

\_\_\_\_\_ shall provide a full-time, on-site manager responsible for all food service functions at the CLIENT'S locations. All Dining Service personnel shall be competent and qualified and shall be employed by \_\_\_\_\_. \_\_\_\_\_ shall supervise, direct, manage and train Dining Service personnel as well as implement all programs (training, merchandising, etc.).

### 4.2 Premises/Equipment Maintenance

\_\_\_\_\_ shall have the use of the kitchens, dining rooms and related equipment in the Powers Building cafeteria. \_\_\_\_\_ shall be responsible for safeguarding all premise furniture, fixtures and equipment which is in \_\_\_\_\_ care, custody or control and ensure that they are treated with proper care, used and/or operated in an appropriate manner.

\_\_\_\_\_ shall return, upon contract termination, all equipment owned by the CLIENT in good condition and consistent with the conditions when it was received, excluding normal wear and tear or loss or damage by fire, explosion or water. \_\_\_\_\_ shall be liable to only the willful or negligent damage or loss caused by its employees to any fixtures or equipment.

### 4.3 Insurance and Indemnification

\_\_\_\_\_ shall indemnify and hold the CLIENT harmless and free from all liability of any kind and nature whatsoever arising out of or in connection with (a) the purchase, preparation and service of food or refreshments or (b) the negligence by \_\_\_\_\_, its agents or employees related to professional services rendered by \_\_\_\_\_ management staff. \_\_\_\_\_ agrees to defend, indemnify, and hold the State harmless from and against any and all claims (including costs of litigation and attorneys' fees) for bodily or personal injury (including death) or damage to property arising out of or in connection with \_\_\_\_\_ performance under this Agreement.

In order to avoid the unnecessary expense of duplicating fire insurance the CLIENT agrees that it shall maintain appropriate fire, extended coverage and sprinkler leakage insurance on the buildings and contents owned by it and hereby waives any and all right of recovery against \_\_\_\_\_ for loss or damage sustained by the CLIENT as the result of fire or other hazard covered by such policies. CLIENT agrees that this waiver of recovery shall include the waiver of the right of subrogation to such right of recovery by an insurance company or company or companies carrying the fire and extended coverage and sprinkler leakage upon the property and buildings of the CLIENT. The State will not be responsible in any manner for the loss or damage to the contractor's stored supplies, materials or equipment, or for any of the vendor's employees' personal belongings brought on site.

The vendor shall procure and maintain during the period of the contract, the following insurance:

Employer's Liability Insurance with a limit of not less than \$100,000 of Employer's Liability coverage. Comprehensive General Liability Insurance with limits of \$1,000,00 each person and \$2,000,000 each occurrence as respects bodily injury, (including death) and \$500,000 as respects property damage for premises and operations, products, and completed operations and contractual liability for the liability assumed by the vendor.

Comprehensive Automobile Liability Insurance with limits of \$250,000 per person and \$500,000 per occurrence for bodily injury (including death) and \$500,000 per occurrence for property damage, each occurrence as respects property damage for all owned, non-owned and hired vehicles used by the vendor while performing operation in connection with this contract.

Insurance shall be with a company or companies licensed to do business in Rhode Island and shall be acceptable to the State. Contractor shall furnish the State with copies of the policies or a certificate showing that such insurance is in effect. The policies will include a clause stating that the insurance will not be canceled or reduced without at least thirty (30) days prior written notice to the State.

All liability insurance policies shall name the State as an additional named insured and shall include a severability of interest clause with respect to claims, demands, suits, judgements, connection with any loss, damage, or injury resulting from the negligence or other fault of the vendor, vendor's agents, representatives and employees.

All of the above coverage is described in the Certificate of Insurance attached hereto as Appendix \_\_\_\_ and incorporated by reference herein and made a part hereof. \_\_\_\_ agrees to furnish the CLIENT renewal certificates at any time upon request.

The vendor shall procure workers' compensation as required by statute.

## **5. CLIENT'S RESPONSIBILITIES**

### **5.1 Facilities and Equipment**

The CLIENT shall provide food services facilities including, but not limited to, dining rooms, kitchens and storage rooms properly equipped for the performance of the services. This equipment shall include, but not be limited to, heavy kitchen equipment, carts and cafeteria furniture.

### **5.2 Office Space**

The CLIENT shall provide at its expense sufficient office space to the exclusive use of \_\_\_\_\_. \_\_\_\_\_ shall be responsible for providing any and all office equipment.

### **5.3 Utilities**

The CLIENT shall provide all utilities reasonably necessary for the provision of food services at no cost to \_\_\_\_\_.

#### 5.4 Maintenance

When required by \_\_\_\_\_, the CLIENT shall furnish the services and equipment for non-routine maintenance including, but not limited to, plumbing and wiring of the said premises.

### 6. **FINANCIAL CONDITIONS**

#### 6.1 Cafeteria

The prices charged in the cafeteria will be determined as described in the financial attachment and by mutual agreement between the CLIENT and \_\_\_\_\_.

#### 6.2 Special Function

Charges for special functions will be decided by mutual agreement between the CLIENT and \_\_\_\_\_, plus any applicable sales or meal tax.

#### 6.3 Food, Paper and Cleaning Inventory Value/Ownership

Food, paper and cleaning inventory shall remain the property of \_\_\_\_\_ for the duration of the contract.

#### 6.4 Smallwares Inventory Value/Replacement

\_\_\_\_\_ shall own all smallwares and be responsible for maintaining an adequate level of smallwares for the proper operation of services.

#### 6.5 Taxes

It is mutually understood and agreed by the parties hereto that the consideration fixed pursuant to this agreement for the services rendered by \_\_\_\_\_ has been determined without any consideration having been given to any cost that may be incurred by \_\_\_\_\_ because of any sales, use, occupation or similar tax, or any real or personal property tax. It is agreed by the parties thereto that, in the event that imposition of any of the above taxes results in any increased cost to

\_\_\_\_\_, the consideration herein set forth shall be adjusted to defray or offset this added cost to \_\_\_\_\_. Nothing herein is intended to absolve \_\_\_\_\_ from the payment of state or federal income taxes.

Should a final determination by a competent authority be made that any sales, use, occupation or similar tax, or any real or personal property tax is applicable to \_\_\_\_\_ operation under this agreement; it is understood and agreed that the consideration herein set forth shall be adjusted to defray and offset this cost, whether such determination is with respect to taxes imposed because of said operations previous or subsequent to such determination.

In the event that the CLIENT instructs \_\_\_\_\_ not to collect and pay any tax, fee or charge, then in consideration of \_\_\_\_\_ observing this instruction and \_\_\_\_\_ continued operation of its food and nutrition service operation at the CLIENT location, the CLIENT agrees to indemnify \_\_\_\_\_ and hold \_\_\_\_\_ harmless from any and all losses, claims, damages or other expenses reasonably incurred in connection with the investigation, preparation and defense of any litigation or proceeding, commenced or threatened, or any claim, whether or not resulting in liability or arising from \_\_\_\_\_ not collecting any such tax, fee or charge in connection with its dining services.

#### 6.6. Price Revision

Prices stated may be altered at any time by the mutual written agreement between \_\_\_\_\_ and CLIENT. If during the term of this Agreement changes beyond the control of \_\_\_\_\_ occur as a result of legislation or an act of God, both parties agree in good faith to negotiate an adjustment to the compensation paid by \_\_\_\_\_. Should an impasse be reached in determining such adjustment, either party may give the other ninety (90) days written notice of termination.

This revision will apply to all prices included in this contract and/or its appendices.

#### 6.7 Commission

\_\_\_\_\_ Shall pay monthly to the CLIENT a commission equal to \_\_\_\_% of sales, beginning on \_\_\_\_\_, 2016. Subsequent payments shall be due on the last day of every month thereafter, until \_\_\_\_\_. Proof of monthly sales and taxes shall be provided at the time payments are due.

Beginning on \_\_\_\_\_, \_\_\_\_\_ shall provide the CLIENT an annual report showing gross and net sales for the preceding year.

## 7. **INVOICING AND PAYMENT**

### 7.1 Invoicing

\_\_\_\_\_ will directly bill agencies or personnel who have arranged for special functions.

### 7.2 Payment

Invoices shall be paid by the 30<sup>th</sup> day following the invoice date. All amounts under this Agreement are payable to \_\_\_\_ through the on-location manager. Any outstanding balances shall be considered as principal on all subsequent invoices.

## 8. **LAW COMPLIANCE AND CONFIDENTIALITY**

### 8.1 Law Compliance

\_\_\_\_\_ shall comply with all applicable laws, ordinances, rules and regulations relating to sanitation, safety and health and shall obtain all required licenses and permits prior to its operation of CLIENT's dining facilities. The CLIENT shall cooperate with \_\_\_\_\_ to accomplish the aforementioned.

### 8.2 R.I. Law Governs

The CLIENT and \_\_\_\_\_ agrees that their representative rights and duties under the contract will be governed by the laws of the State of Rhode Island.

## 9. **CONTRACT LENGTH, TERMINATION AND AMENDMENTS**

### 9.1 Commencement of Operation

\_\_\_\_\_ shall commence operation under the terms of this contract on \_\_\_\_\_.

### 9.2 Duration of Contract

This contract shall remain in force for a period of \_\_\_\_\_ (\_\_\_) years from its effective date of \_\_\_\_\_ and continuing through \_\_\_\_\_ with an option to renew for an additional \_\_\_\_\_ (\_\_\_\_\_) years at the sole discretion of the State Contract Administrator.

### 9.3 Termination of Contract

The contract may be terminated either by the CLIENT or by \_\_\_\_\_ only under the following conditions:

If either party fails to fulfill its obligations stated herein or in any substantial manner violates the terms or conditions of this agreement, the other party may give written notice of the deficiency; and the defaulting party may have thirty (30) days to cure the specified deficiency. In the event that the deficiency is not remedied within this time period, the non-defaulting party may terminate this contract upon thirty (30) days written notice.

Any such written notice shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, addressed to the appropriate party:

RI Department of Administration  
One Capitol Hill  
Providence, RI 02920

OR

Upon termination of the contract any advance payments of the CLIENT will be credited to any outstanding invoices.

### 9.4 Force Majeure

If either party is unable by force majeure to perform its obligations under this contract, it is agreed that performance of such obligations by such party so far as they are affected by force majeure shall be excused from the inception of any such inability until it is corrected. The term "force majeure" as used in this contract shall mean any act, event, cause or occurrence rendering a party unable to perform its obligation, which is not within the reasonable control of said party.

## 9.5 Amendments

Any provision of this contract may be amended only if mutually agreed to by the parties, set forth in writing and executed by the parties.

## 10. **ENTIRE CONTRACT**

This contract, Price Agreement, attachments and the bid specifications and any other documents specifically incorporated herein contain the entire understanding and agreement of the parties concerning the matters contained herein.