



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

Thank you for your interest in the Commonwealth of Pennsylvania's Solicitation For Proposals to lease 13,680 usable square feet of space for the Capitol Restaurant, located in the Main Capitol and East Wing, Harrisburg, Pennsylvania.

Enclosed you will find Solicitation for Proposals #94258 (SFP). The SFP contains information that will guide you in preparing and submitting a proposal.

Proposals must be received in the office of the Bureau of Real Estate at the address below no later than **5:00p.m., January 9, 2009**. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the word "FOOD SERVICE PROPOSAL" printed boldly on the front of the envelope. Also show the following information on the front of the envelope: "SFP #94858," Due Date – January 9, 2009". Do not submit a proposal for another requirement in the same envelope with your proposal for this particular requirement.

Please be advised that this is a Lease Proposal Solicitation Process. The Commonwealth of Pennsylvania reserves the right to reject any or all offers, waive any defect or negotiate for better terms. To ensure that your proposal is considered, please be sure to carefully read the whole document and follow all instructions.

If you have any questions concerning the enclosed SFP, please contact William K. Dempster, the Issuing Officer at (717) 787-5240 or [bdempster@state.pa.us](mailto:bdempster@state.pa.us).

**Bureau of Real Estate  
500 North Office Building, Harrisburg, PA 17125  
Telephone: 717-787-5240 717-772-2037**

**SOLICITATION FOR PROPOSALS # 94258**

**LEASE OF SPACE FOR  
THE CAPITOL CAFETERIA IN THE  
MAIN CAPITOL AND EAST WING**

**HARRISBURG, PENNSYLVANIA  
COMMONWEALTH OF PENNSYLVANIA**

Date of Issue:

November 20, 2008

**Issuing Office:**

Department of General Services  
Bureau of Real Estate  
Room 500, North Office Building  
Harrisburg, Pennsylvania 17125  
(717) 787-5240

## **SOLICITATION FOR PROPOSALS # 94258**

### **Table of Contents**

	<b><u>Page</u></b>
<b>I. General Information for the Proposer</b>	<b>4</b>
<b>II. Statement of Need</b>	<b>13</b>
<b>III. Proposal Requirements</b>	<b>16</b>

**Appendix A - Lease Agreement Form**

**Appendix B – Small Disadvantaged Business Commitment Form**

## I. GENERAL INFORMATION FOR THE PROPOSER

### **PURPOSE:**

Through this Solicitation for Proposals (SFP), the Department of General Services (DGS) is seeking proposals to lease 13,680 square feet of useable space for the Capitol Cafeteria, in the East Wing of the Main Capitol, Harrisburg, PA for a term of three years beginning June 1, 2009, with two one-year options. The restaurant is primarily for Commonwealth employees but is also open to the general public.

### **ISSUING OFFICE:**

The DGS Bureau of Real Estate has issued this SFP for the Commonwealth of Pennsylvania (Commonwealth). The sole point of contact is:

William K. Dempster, Issuing Officer  
Department of General Services  
Bureau of Real Estate  
Room 500 North Office Building  
Harrisburg, PA 17125  
Phone: (717) 787-5240  
Fax: (717) 772-2037  
bdempster@state.pa.us

Only the Issuing Officer is authorized to negotiate the terms and conditions of a proposed lease agreement. Any and all negotiations between Proposers and the Issuing Officer must be reduced to a written agreement that is subject to approval by other Commonwealth officials. Therefore, negotiations with the Issuing Officer cannot be interpreted as binding upon the Commonwealth until a formal lease agreement has been fully executed and approved.

### **SCOPE:**

The SFP contains instructions governing the proposals to be submitted, the material to be included, requirements that must be met to be eligible for consideration, and a description of the Commonwealth's and the successful Proposer's responsibilities.

### **RESPONSE DATE:**

To be considered, proposals must arrive at the Issuing Office, on or before the date and time specified in the cover letter. **No late proposals will be considered.**

## **SUBMISSION OF PROPOSALS:**

To be considered, interested parties must submit a complete response to this SFP, using the format provided in the “Proposal Requirements” section of this document. Proposers will make no other distribution of their proposals. Proposals must be signed by an official who is authorized to bind the interested party to its provisions. For this SFP, the conditions of the proposal must remain valid for at least 90 days from the date specified in the cover letter. Moreover, the conditions of the selected proposal will become contractual obligations if a contract is entered into with the Commonwealth.

Proposers must submit a complete proposal. Failure to include any of the required information or forms will delay evaluation of the proposal and may, at the Commonwealth’s sole discretion, result in its rejection.

Proposals must be submitted in a sealed envelope with the words “FOOD SERVICE PROPOSAL” printed boldly on the front of the envelope. Also show the following information on the front of the envelope: SFP # 94258 Due Date – January 9, 2009.” Do not submit a proposal for another requirement in the same envelope with your proposal for this particular requirement.

## **NOTICE TO PROPOSERS OF COMMITMENT TO SMALL DISADVANTAGED BUSINESSES:**

### **Small Disadvantaged Business Participation**

The Commonwealth encourages participation in Commonwealth leases by small disadvantaged businesses as tenants, contractors, and suppliers.

### **Small Disadvantaged Businesses**

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes: 1) Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority businesses enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses and 2) United States Small Business Administration-certified small disadvantaged businesses or 8(a) small disadvantaged business concerns. Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

## Factor in Proposal Selection

Participation by Small Disadvantaged Businesses shall be a factor in the Commonwealth's selection of a proposal to provide leased space to for the operation of the Capitol Restaurant. The amount of consideration given by the Commonwealth for the Disadvantage Business participation offered by a tenant will be based upon the following in order of priority:

**Priority Rank 1** - Proposals submitted by tenants who are Small Disadvantaged Businesses.

**Priority Rank 2** - Proposals submitted by a joint venture with a Small Disadvantaged Business as a joint venture partner.

**Priority Rank 3** - Proposals submitted by tenants who make a dollar commitment of \$200,000 to utilize Small Disadvantaged Businesses as contractors and suppliers.

**Priority Rank 4** - Proposals submitted by tenants who make a dollar commitment of \$100,000 or greater but less than \$200,000 to utilize Small Disadvantaged Businesses as contractors, and suppliers.

**Priority Rank 5** - Proposals submitted by tenants who make a dollar commitment of \$10,000 or greater but less than \$100,000 to utilize Small Disadvantaged Businesses as businesses as contractors, and suppliers.

**No Priority** - Proposals submitted by Proposers who are not Small Disadvantaged Businesses and who are not in joint venture with Small Disadvantaged Businesses and who make no or minimal dollar commitments to Small Disadvantaged Businesses shall receive no consideration for this factor. **Proposers who fall into this category must provide a written explanation as to why it has not made a specific commitment to Small Disadvantaged Businesses.**

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the greatest priority for this factor and the succeeding options receiving consideration in accordance with the above-listed priority ranking.

## Lease Obligation

The selected tenant's Small Disadvantaged Business commitment will be included as a contractual obligation in the lease. Commitments to Small Disadvantaged Businesses made at the time of proposal submittal or lease negotiation must be maintained throughout the term of the lease. Any proposed change must be submitted to BMWBO which will, along with the Commonwealth leasing agency, determine whether a proposed substitution should be approved. If a lease is assigned to another tenant, the new tenant must maintain the Small Disadvantaged Businesses participation of the tenant's original lease.

Small Disadvantaged Business subcontractors and Small Disadvantaged Businesses in a joint venture must perform at least 50 percent of the subcontract or Small Disadvantaged Business portion of the joint venture. To the extent that a contract or subcontract is to be performed by a Small Disadvantaged Business, the Small Disadvantaged Business cannot enter into subcontract arrangements for more than 40 percent of the total estimated dollar amount of the contract. The tenant shall complete the Tenant's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the leasing officer of the agency that awarded the lease and BMWBO within 10 workdays at the end of each quarter the lease is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business, the tenant, subcontractors and suppliers, and Small Disadvantaged Businesses involved in Joint Ventures. Also, it is a record of fulfillment of the commitment your firm made and for which it received consideration for selection.

**NOTE:** EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DISADVANTAGED BUSINESS STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR SMALL DISADVANTAGED BUSINESS UTILIZATION.

Questions regarding the Disadvantaged Business Program can be directed to:

Department of General Services  
Bureau of Minority & Women Business Opportunities  
Room 611, North Office Building  
Harrisburg, PA 17125  
[gs-bmwbo@state.pa.us](mailto:gs-bmwbo@state.pa.us)  
Phone: (717) 787-6708  
FAX: (717) 772-0021

Small Disadvantaged Business Program information and a database of BMWBO certified minority-and women-owned businesses can be accessed at [www.dgs.state.pa.us](http://www.dgs.state.pa.us), Keyword: BMWBO. The federal vendor database can be accessed at [www.ccr.gov](http://www.ccr.gov) by clicking on Dynamic Small Business Search (certified companies are so indicated).

**TYPE OF AGREEMENT:**

The selected Proposer will be expected to enter into a lease agreement in substantially the same form as attached hereto in Appendix A. The terms and conditions of this SFP and the selected Proposer's proposal will be incorporated into the lease by reference.

## **REJECTION OF PROPOSALS:**

The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

## **INCURRING COSTS:**

The Issuing Office is not liable for any costs Proposers incur in preparation and submission of its proposal, in participating in the SFP process or in anticipation of award of the lease agreement.

## **ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the interested party's ability to meet the requirements of the SFP.

## **PRE-PROPOSAL CONFERENCES:**

A pre-proposal conference will be held December 11, 2008 at 9:00 am in Room 39E, East Wing, Main Capitol Building, Harrisburg, Pennsylvania). Although not a mandatory conference, it is strongly encouraged that all interested parties attend this conference. Please notify the Issuing Office that you will be in attendance by contacting William K. Dempster at 717-787-5240 or at [bdempster@state.pa.us](mailto:bdempster@state.pa.us).

The purpose of this conference is: (1) to clarify any points in the SFP that may not have been clearly understood; and (2) to distribute the financial information, specifically, the revenue generated by the restaurant in recent years.

Because the building is open to the public, Proposers are able and encouraged to visit the restaurant beforehand. However, during the conference, a walk-through of the facility will be conducted that will give interested Proposers the opportunity to see the equipment, furniture, furnishings, layout, etc. that are not open to the public. Questions should be forwarded to the Issuing Office prior to the meeting to ensure that sufficient analysis can be made before an answer is supplied. Questions may also be asked at the conference. In view of the limited facilities available for the conference, it is requested that representation be limited to four individuals per contractor. Proposers should be aware that, as visitors to the Main Capitol and East Wing, they will be required to pass through security to access the conference location.

The pre-proposal conference is for information only. Answers furnished during the conference will not be official until verified, in writing, by the Issuing Office. All questions and written answers will be issued as an addendum to and become part of this SFP.



## **BEST AND FINAL OFFERS:**

To obtain best and final offers from contractors whose proposals are determined by the Commonwealth, in its sole discretion, to be reasonably susceptible of being selected for award, the Commonwealth may (a) enter into discussions; (b) schedule oral presentations; and (c) request revised proposals.

## **ADDENDA TO THE SFP:**

If it becomes necessary to revise any part of this SFP, an addendum will be issued to all Proposers who received the original SFP. For those who download the SFP from the DGS website, it will be their responsibility to check the website for addenda to the SFP prior to submitting their proposals.

## **SELECTED PROPOSER RESPONSIBILITIES:**

The selected Proposer (Tenant) will be required to assume responsibility for all services offered in the proposal whether or not the Tenant actually performs them. Further, the Commonwealth will consider the Tenant to be the sole point of contact with regard to contractual matters.

## **PENNSYLVANIA LOTTERY:**

The Tenant will be required, within 90 days of the execution of the lease agreement, to successfully negotiate with the Pennsylvania Department of Revenue, for the acquisition and installation of a PA Lottery sales point. At minimum, the Tenant must have the ability to sell instant tickets, and the ability to make payouts to winners at the point of sale at established legal levels.

## **EMPLOYEE BACKGROUND CHECKS:**

The Tenant will be required, at its cost and expense, to arrange for a background check for each of its employees, as well as the employees of any of its sub-contractors, who will have on-site access or remote electronic access to the Premises and /or equipment while in performance under the lease agreement. Request for criminal history record checks can be found at:

<http://epatch.state.pa.us>

The criminal history record check must be conducted for each employee and submitted to GS Security Administration for approval prior to assignment to the Capitol Complex. The submission of the criminal history record check will be performed by the employer annually thereafter and submitted for renewal.

No employee of the Tenant or sub-contractor or supplier will be given on-site access or remote electronic access to the Premises and/or equipment in the performance under the lease agreement until the Commonwealth approves that employee.

If, at any time, it is discovered that an employee of the Tenant, sub-contractor or supplier working as defined above has a criminal record that

includes a felony or misdemeanor which raises concerns about building security or is otherwise job-related, or if information comes to the attention of the selected Proposer concerning an employee's propensity to, or connection with, violent or terroristic behavior, the Tenant must: (1) not assign that employee to any Commonwealth facilities, (2) remove any access privileges already given to the employee, and (3) not permit that employee remote access unless and until the Commonwealth gives written approval. The Commonwealth may withhold its approval in its complete discretion. Failure of the Tenant to comply with the terms of this paragraph may result in a default of the lease agreement.

For the purposes of this requirement, a negative background check is one that contains activity classified as a felony or misdemeanor or any report containing information that indicates an employee's propensity to, or connection with violent or terroristic behavior. A positive background check is one that contains no activity classified as a felony or misdemeanor and no knowledge or report containing information that indicates an employee's propensity to, or connection with violent or terroristic behavior.

## **DISCLOSURE OF PROPOSAL CONTENTS:**

### **Confidential Information**

The Issuing Office is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Proposers' submissions in order to evaluate proposals submitted in response to this SFP. Accordingly, except as provided herein, Proposers should not label proposal submissions as confidential or proprietary or trade secret protected. Any Proposer who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c.(2) below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes commencing January 1, 2009.

### **Commonwealth Use**

All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

### **Public Disclosure**

Public records requests for proposals are governed by and shall be handled in the following manner:

- (1) Public records requests received prior to January 1, 2009, are subject to the Right to Know Act, 65 P.S. §§ 66.1 – 66.9, and Section 106 (b) of the Commonwealth Procurement Code, 62 Pa.C.S. §106(b), which do not expressly exempt confidential proprietary information or trade secrets contained in proposals from disclosure. Unsuccessful proposals are exempt from public records disclosure.
- (2) After the award of the lease agreement, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq., commencing January 1, 2009. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests made commencing January 1, 2009. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26) commencing January 1, 2009.

#### **NEWS RELEASES:**

In the case of any news releases pertaining to this project, they must be made in coordination with, and the written approval of, the Issuing Office.

#### **PENNSYLVANIA STATE SALES AND USE TAX:**

The proposed facility is subject to all applicable Pennsylvania Sales and Use Tax legislation. There is no special tax exemption for this project.

#### **ORDER OF PROCEDURE:**

If any discrepancies in interpretation arise, the terms of the Lease Agreement are the first point of reference, the Solicitation for Proposal and all attachments are the second, and the Proposal is the third.

#### **PROPOSER'S REPRESENTATIONS AND AUTHORIZATIONS:**

By submitting its proposal, each Proposer understands, represents, and acknowledges that:

- a. All of the Proposer's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts

relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

- b. The Proposer has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Proposer or potential Proposer.
- c. The Proposer has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Proposer or potential Proposer for this RFP, and the Proposer shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Proposer has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Proposer makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Proposer has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as the Proposer has otherwise disclosed in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Proposer has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office

concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

- j. Each Proposer, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Proposer's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Proposer receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Proposer shall not begin to perform.

## **II. STATEMENT OF NEED**

The Commonwealth is seeking a contractor to lease the restaurant space and to operate the cafeteria in the Capitol East Wing Building. Located in downtown Harrisburg, Pennsylvania, the Capitol Complex's core buildings is comprised of five buildings: the Main Capitol and East Wing, Speaker Matthew Ryan Office Building, Irvis Office Building (formally the South Office Building) and the North Office Building.

Approximately 2,500 people are employed on a full-time basis at the Complex and many thousands visit the Main Capitol and East Wing each year. Nearby in other Commonwealth-owned buildings downtown are approximately 10,000 additional state employees, although the Capitol Restaurant principally serves employees and visitors of the Complex respectively. In addition, there may be the necessity to provide food and drink service to outdoor events scheduled and occurring in the Capitol Complex.

In addition to the regular breakfast and lunch menus, the Tenant will be permitted to handle special events and catering requests.

Proposals will be considered for a three-year lease (with the option, at the sole discretion of the Commonwealth of two, one-year renewal periods) to occupy the Capitol eating establishment herein referred to as the "Premises," for the purpose of providing dining and catering services to the Complex with a start date of February 8, 2009. The Tenant will not be permitted to use the Premises for any purpose other than a public restaurant and preparing food for catering in the Harrisburg area.

The Commonwealth expects the Tenant to fully comply with the following requirements when operating the Premises; however, these are open for discussion/negotiation, and Proposers are encouraged to offer creative alternatives to anything set forth in this SFP:

- Dining services should be provided at least five days a week year-round (except on state holidays: New Year's Day, Dr. Martin

Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day).

- Proposals may be submitted that specify hours of operation anytime between 6:00 a.m. and 5:00 p.m. The minimum hours of operation should be between 7:00 a.m. and 3:00 p.m. Breakfast should be served between 7:00 and 10:00, and lunch should be served between 11:00 and 2:00. The remaining hours of operation should be available for drinks and snacks. Proposal shall address corporate approach relative to the provision or non-provision of extended hours of operation during House and Senate budget deliberations (which may be in session until 11:00 p.m.). The Starbucks Kiosk will remain open until at least 3:30p.m.
- Hot and cold breakfast options are required for the Capitol Cafeteria.
- During lunch hours, the restaurant should offer a traditional dining experience that includes, at a minimum: grilled and deli foods, salad options, at least one hot entrée, snacks, desserts, and drink options.
- The restaurant should offer high quality food, a variety of choices, some recognized "healthy" food selections (low fat), and prices that are competitive in the local area.
- The Tenant must comply with all Department of Agriculture health and safety standards.

**The Commonwealth expects the selected Proposer, as the Tenant, to provide and be responsible for:**

1. Start-up and pre-opening costs including, but not limited to, training, overhead, and staff costs.
2. The purchase and maintenance of the following insurances for both the Capitol Restaurant at the Tenant's own expense:
  - a) Worker's Compensation Insurance sufficient under the laws of Pennsylvania to cover all of its employees working on the Premises.
  - b) Comprehensive General Liability Insurance with a minimum of \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined.
  - c) Products Liability Insurance with a minimum of \$2,000,000 aggregate limit.

- d) Fire and Extended Coverage on all contents owned by the Tenant related to facilities with a minimum limit of \$2,000,000.

The insurance policies shall name the Commonwealth as an additional insured. Prior to occupying the Premises, the tenant must provide the Commonwealth with current certificates of insurance hereinbefore enumerated. These certificates must contain a provision that coverage afforded under the policies will not be changed or canceled until the Commonwealth has received at least 30 days prior written notice.

- e) The Tenant shall hold harmless and indemnify the Commonwealth from any liability for injury to persons, including wrongful death or damage to property arising out of its operation of the restaurant.

3. Initial inventory of foodservice, kitchen and catering loose equipment, including but not limited to, pots, pans, utensils, dishware, flatware, cash registers, office equipment, etc.
4. Obtaining all business licenses, health permits, etc. as may be required by local, state and federal law.
5. Inventory of food and supplies.
6. Maintenance of books and records covering the services provided.
7. Reports of revenues, customer counts, per caps, and other statistical data as requested by the Commonwealth.
8. Maintaining tables and chairs in clean and sanitary condition.
9. Prominently posting all menu items and prices.
10. Janitorial and cleaning services for all fixtures, equipment, kitchens storage areas, trash receptacles, and food prep areas, etc.
11. Floor maintenance in special events areas during and immediately after the event, as well as in any area exclusively occupied and used by the operator.
12. Janitorial services including trash removal at special events locations.
13. Hood and exhaust cleaning.
14. Employee uniforms.

15. Grease trap maintenance, removal of all grease from the Premises.
16. Trash removal from all point of sale areas.
17. Maintain the area around dumpsters used by operator in a clean and sanitary condition.
18. Repairs to any areas of Commonwealth buildings where damage is caused by operator's employees, representatives or vendors.
19. Windows are to be kept dirt, smudge and grease free. All window sills must be kept dusted.
20. Disposable containers and utensils must be recyclable items; no Styrofoam containers are to be used.

**The Commonwealth will provide and be responsible for:**

1. Restaurant space as currently configured. If the Tenant wishes to reconfigure the Premises, it may do so, with the written approval of the Department of General Services, at its cost and will not be required to restore the premises to their original condition at the end of the term.

### **III. PROPOSAL REQUIREMENTS**

This section contains instructions governing the proposals to be submitted and the material to be included. **To be considered, the proposal must respond to all requirements in this part of the SFP.** Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Proposals must include a cover letter and be submitted in the following format. An individual authorized to bind the Proposer contractually must sign the cover letter. Unsigned proposals will be rejected.

**Sec. 1 Work Plan:** Describe in detail your plan for accomplishing the work. Any service to be provided by a sub-contractor must be identified in the proposal. Your Work Plan must address the following tasks in full detail:

- a) Ensure a quality food selection: List types of food you plan to serve, sample menus.
- b) Ensure reasonable prices: Estimated meal costs.



- c) Projected number of employees, employee job titles, employee wages and salaries (and if they are established by a bargaining unit agreement, prevailing minimum wages or other), employee benefits, including health insurance, if any.
- d) Expected hours of operation.
- e) Plan for financial controls: i.e., internal audit/control, billing, general ledger system, and sales records.
- f) Plans to expedite service during peak hours:
  - Plan for accommodating large, unexpected groups and catering requests.
  - Plan for operation at full occupancy and lower occupancy
- g) Proposed Marketing Plan:
  - Plan for attracting additional customers (local and non-local business).
  - Plan for advertising and web based promotion.
  - Provide sample advertising brochure(s) used by Proposer.
  - Plan for pre-opening, transition and Grand Opening.
  - Promotion and incorporation of brands associated with the Commonwealth of Pennsylvania.
  - Use of locally produced goods and fresh produce.
  - Encourage greater utilization of the restaurant services by Commonwealth employees located nearby.
- h) Present a clean, attractive atmosphere for customers.
- i) Proposed safety plan.
- j) Include a quality assurance and evaluation plan (including customer feedback systems/surveys) to ensure:
  - High quality food.
  - Cleanliness and sanitation.
  - Staff of cordial employees.
  - Fair market pricing for menu selections.

- k) Proposed recycling plan as it relates to the purchase and utilization of recycled materials and the collection and disposition of recyclable materials.

**Sec. 2 Prior Experience:** Special consideration is given to Proposers with demonstrated success at providing quality dining services for similar venues. Include experience in providing dining services at facilities comparable to the Capitol Restaurant, as well as a brief description of those facilities.

Proposers must have at least three years of business experience in providing dining service at facilities similar to the Capitol Restaurant. Proposers must reference at least once experience that exceeded \$900,000 in annual gross sales. The Commonwealth will not evaluate or consider any proposal that does not include a reference that meets this minimum experience requirement. Also refer to any special techniques or experience that you consider necessary to accomplish the job. The experience you describe should be the accomplishments of your company and those individuals who will be assigned to the Capitol Restaurant.

Please identify the experience, the customer receiving the service, and the name, address, and telephone number of the responsible official of the customer, company or agency who may be contacted.

Please provide a list of all current accounts or operations and those accounts your company opened and closed or lost within 12 months of starting a contract. Include the reason for the closure and contact information for the client involved.

**Sec. 3 Personnel:** Provide an organizational chart showing the chain of command for management and supervision both above and below the on-site manager along with current profiles for management and support staff. The Proposer will be required to guarantee that key people will not be removed or reassigned without the consent of the Commonwealth.

**Sec. 4 Disadvantaged Business (DB):**

The Small Disadvantaged Business Commitment Form, which is attached to this document as Appendix B, **must** be completed and signed by the Proposer and submitted with the proposal. Failure to complete, sign and submit the form shall be cause for the rejection of the proposal.

1. To receive credit for being a Small Disadvantaged Business or entering into a joint venture agreement with a Small Disadvantaged Business, a Proposer will be required to provide the following proof of Small Disadvantaged Business qualification prior to award of the lease:

- a) Small Disadvantaged Businesses qualifying as a result of MBE/WBE certification from MBWBO must provide a photocopy of their MBWBO certificate.
  - b) Small Disadvantaged Businesses qualifying as a result of certification from the U.S. Small Business Administration as either an 8(a) disadvantaged business or small disadvantaged business must submit proof of Small Business Administration Certification. The owners of such businesses must also submit proof of United States citizenship.
  - c) All companies claiming Small Disadvantaged Business status, whether as a result of MBWBO certification, or Small Business Administration certification as a small disadvantaged business or an 8(a) disadvantaged business, must attest to the fact that the business has 100 or fewer employees.
  - d) All companies claiming Small Disadvantaged Business status, whether as a result of MBWBO certification, or Small Business Administration certification as a small disadvantaged business or an 8(a) disadvantaged business must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.
  - e) In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be provided.
2. To receive credit for contracting with a Small Disadvantaged Business (including construction/purchasing supplies and/or services through a purchase agreement), a Proposer will be required to provide the following information prior to award of the lease:
- a) The name and telephone number of your contact person for the Small Disadvantaged Business(s)
  - b) The company name, address, telephone number of the prime contact person for each **specific** Small Disadvantaged Business included in the proposal. The tenant must specify the Small Disadvantaged Business(s) to which it is making commitments. The tenant will not receive credit by stating it will find a Small Disadvantaged Business after the lease is awarded or by listing several companies and stating it will select one later.
  - c) The specific work, goods, or services the Small Disadvantaged Business(s) will perform or provide.
  - d) The location where the Small Disadvantaged Business(s) will perform these services.

- e) The timeframe for the Small Disadvantaged Business(s) to provide or deliver the goods or services.
- f) The amount of capital, if any, the Small Disadvantaged Business(s) will be expected to provide.
- g) The form and amount of compensation each Small Disadvantaged Business will receive.
- h) The dollar amount that will be paid to Small Disadvantaged Business(s).
- i) A signed subcontract or letter of intent.
- j) Small Disadvantaged Businesses qualifying as a result of certification from MBWBO must provide a photocopy of their MBWBO MBE/WBE certificate.
- k) Small Disadvantaged Businesses qualifying as a result of 8(a) certification or small disadvantaged business certification from the U.S. Small Business Administration must submit proof of Small Business Administration Certification. The owners of such businesses must also submit proof of United States citizenship.
- l) All companies claiming Small Disadvantaged Business status, whether as a result of MBWBO certification, or Small Business Administration certification as a small disadvantaged business or an 8(a) disadvantaged business, must attest to the fact that the business has 100 or fewer employees.
- m) All companies claiming Small Disadvantaged Business status, whether as a result of MBWBO certification, or Small Business Administration certification as a small disadvantaged business or an 8(a) disadvantaged business must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.

**Sec. 5 Return to the Commonwealth:** Please state and describe your financial proposal for the guaranteed minimum share of gross revenues (less tax) to be paid to the Commonwealth for the space for the Capitol Restaurant as outlined in the SFP. Please include cost options, as in whether the Commonwealth will continue to provide equipment, utilities, routine maintenance, or other supplies described in Section II "Statement of Need" that may present either party with cost savings. Upon execution of the lease, the Tenant will be required to submit payment equal to an amount considered as a minimum of two month's rent. This amount will be retained by

the Commonwealth as performance security and will be applied as rent for the last two months of the lease unless utilized by the Commonwealth to cover tenant liability for unsatisfactory performance.

## APPENDIX A

### LEASE AGREEMENT # \_\_\_\_\_

This **LEASE AGREEMENT** ("Lease"), made and entered onto this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **Commonwealth of Pennsylvania**, acting by and through its **Department of General Services**, hereinafter referred to as "**Lessor**" and \_\_\_\_\_, hereinafter referred to as "**Lessee**".

**WHEREAS**, Act of May 21, 1943, P.L. 595, as amended, 71 P.S. Section 1565.1 authorizes Lessor to secure a tenant for the operation of a restaurant as in the State Capitol and other State Office buildings and

**WHEREAS**, Lessor solicited proposals and selected Lessee as the tenant to operate the restaurant in the East Wing of the Main Capitol.

**THEREFORE**, in consideration of the following mutual promises, and intending to be legally bound hereby, Lessor and Lessee agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and phrases, when used in this Lease or any amendment hereto, shall have the meanings given to them in this Paragraph:
  - a. "Accounting Periods" means the two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter.
  - b. "Charge" means a charge established by Lessee, which is reasonably allocated to the account, for certain services provided by Lessee to client locations.
  - c. "Direct Cost" means a cost incurred by Lessee directly attributable to services provided under this Lease.
  - d. "Food Service Operations" means the Dining Services, Catering Services and coffee kiosk and any other revenue generating activities to be conducted by Lessee at the Premises.
  - e. "Net Revenue" means gross revenue less any applicable sales tax.
  - f. "Premises" is defined below.
  - g. "Reimbursable Costs" means the Direct Costs and Charges to be charged to the account under this Lease.
2. **PREMISES.** Lessor hereby lets unto Lessee the premises known as the Capitol Restaurant consisting of approximately 13,680 square feet of useable space in the East Wing of the Main Capitol, hereinafter called the "Premises" or the "Capitol Restaurant".
3. **DINING SERVICES.** Lessee agrees to operate a traditional cafeteria for use by both employees of the Commonwealth and the general public ("Dining Services") in the Capitol

Restaurant, as described in Solicitation for Proposals # 94238 ("SFP"), incorporated herein and made a part of this Lease. At a minimum, Dining Services must include the following:

- a. Lessee must provide Dining Services each weekday year-round, except the following days of each calendar year: New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.
  - b. Lessee must provide Dining Services at the Premises between the hours of 7:00 AM and 3:00 PM each day. Breakfast must be served between the hours of 7:00 AM and 11:00 AM. Lunch must be served between the hours of 11:00 Am and 3:00 PM.
  - c. During breakfast hours, Lessee must provide hot and cold options in the Capitol Restaurant. Lessee must also provide coffee, milk, and juice.
  - d. During lunch hours, Lessee must provide at grilled and deli foods, salad options, at least one hot entrée, snacks, desserts, and drink options.
  - e. During the time between the service of breakfast and lunch, the restaurant must remain open for drinks and snacks.
  - f. The Lessee must offer high quality food, a reasonable variety of choices, and prices that are competitive with similar establishments in the local area.
  - g. Lessee will serve Starbucks® coffee on the Premises during the term of this Lease.
  - h. All items in this paragraph, including hours of operation, points of service and items offered, may be adjusted if an adjustment is warranted by the business climate. All adjustments will be as mutually agreed by the parties.
4. **CATERING SERVICES**. Lessee may prepare food in the Premises for catering to offices in the Capitol Complex or to buildings within the local vicinity ("Catering Services").
  5. **LIMITATION ON USE**. Lessee agrees that it will use the Premises only to provide the Dining Services or Catering Services described in this Lease, and for no other purpose.
  6. **TERM**. The initial term of the Lease shall commence on June 1, 2009, and extend for a period of three years, ending on May 31, 2012.
  7. **OPTIONS**. Lessor shall have the option, with the mutual consent of Lessee, to renew this Lease for two additional one-year terms. If the Lessor intends to exercise any option under this Paragraph, it must provide notice to Lessee at least ninety days prior to the expiration of the then current Lease term and Lessee should notify Lessor of its concurrence/non-concurrence within thirty days.

8. **FINANCIAL TERMS.**

- a. All facilities, equipment and services to be provided by Lessor under this Lease shall be provided at Lessor's expense.
- b. Lessee shall retain all receipts from the Food Service Operations and from which it shall be entitled to reimburse itself for all Reimbursable Costs incurred by Lessee in providing services under this Lease. The total of the Reimbursable Costs shall be referred to as Lessee's "Entitlement." Lessor does not guarantee any Entitlement to Lessee, it being understood that Lessee shall receive its Entitlement only if receipts, from Lessee's operations are sufficient to cover Lessee's Entitlement; provided, however, if receipts from any operating year are insufficient to reimburse Lessee for its full Entitlement, Lessee may reimburse itself for such deficit from receipts in succeeding operation years.
- c. Lessee agrees to pay Lessor, on an Accounting Period basis, an amount equal to \_\_\_\_\_% of the total Net Revenue from the Food Service Operations.
- d. If receipts from Lessee's Food Service Operations in any year exceed the amount owed to Lessor under Paragraph 8 (c) and Lessee's Entitlement for that year plus reimbursement to Lessee for deficits, if any, in its Entitlement for prior years, Lessee will retain up to \_\_\_\_\_ Percent (\_\_\_%) of the total Net Revenue for Food Service Operations for that year only. Lessee and Lessor shall share any remaining gross profits as follows: Fifty Percent (50%) to Lessor and Fifty Percent (50%) to Lessee with such amount to be reconciled annually on the anniversary date of this Lease.

9. **ACCOUNTING.**

- a. Within thirty (30) days after the end of each Accounting Period, Lessee will submit to Lessor an operating statement for such period and will pay to Lessor the amount, if any, owed to Lessor under Paragraph 8 (c).
- b. Within thirty (30) days following the close of each year of operations, Lessee shall pay to Lessor the amount, if any, owed to Lessor pursuant to Paragraph 8 (d).

10. **CAPITAL INVESTMENT.** Lessor and Lessee agree that certain investments or renovations to the Premises may be necessary. All such investments and renovations may be performed by the Lessee only with the express written approval of the Lessor. Prior to the commencement of any renovations, Lessee shall submit renovation drawings and specifications prepared by a Pennsylvania licensed architect and/or engineer to Lessor for written approval. Lessor reserves the right to specify standards which must be maintained for any renovations to the Premises. All renovations, alterations and repairs performed by Lessee must comply with all statutes and regulations governing the Commonwealth's contracts for the procurement of renovations, alterations and repairs, including, but not limited to, the Prevailing Wage Act, 43 P.S. §165-1 et seq., and the Steel Products Procurement Act, 73 P.S. §1881 et seq. Any and all renovations, alterations and repairs, with the exception of any installed telephone systems, made to the Premises by either Lessee or Lessor, shall become part of the real estate and become the property of Lessor upon termination of this Lease, unless otherwise agreed to in writing.



Lessor will also invest in improvements designed to increase sales and profitability at the Food Service Operations. Lessor and Lessee will mutually decide which investments are to be made by Lessor.

11. **PRICING**. Lessee will establish and maintain prices for the Food Service Operations which are competitive with local retail establishments with similar operations such as quick serve restaurants, casual dining restaurants, catering companies and convenience stores.
12. **PURCHASING**. Lessee shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in the Food Service Operations. Lessee will credit local trade discounts to the account. Cash discounts or discounts not exclusively related to Lessee's Food Service Operations at the Premises shall not be credited to the account.

In the event an affiliated company or division of Lessee furnishes products or ancillary services necessary for the efficient operation of the Food Service Operations at the Premises, charges to the account for such products or ancillary services shall be competitive with the cost of obtaining such products or ancillary services from an independent source in the open market.

13. **AUDITS**. Lessor shall have the right, at reasonable times and at a site designated by the Lessor, to audit the books, documents and records of the Lessee to the extent that the books, documents and records relate to the revenues, costs and expenses for the Dining Services and Catering Services. Lessee agrees to maintain records that will support the revenues generated, prices charged and costs incurred for the Dining Services and Catering Services. Lessee shall preserve books, documents, and records that relate to revenues, costs and pricing for the Dining Services and Catering Services for a period of three (3) years from date of final payments. Lessee shall give full and free access to all records to Lessor and/or its authorized representatives.
14. **LEASE SERVICES**. At no cost to Lessee, Lessor will provide heat, ventilation, and air condition, all energy used on the Premises, hot and cold water, sewer, window washing (on the outside of the glass), light fixture maintenance, carpet shampooing in dining areas, cleaning services for the atrium dining area at the Capitol Restaurant, and trash removal. Lessee shall be responsible for all other janitorial and cleaning services (including janitorial and cleaning services in public areas where Lessee has provided catering services), surface hood and exhaust cleaning, grease trap maintenance, grease removal and pest control. Telephone access will be provided by Lessor, but will be maintained by Lessee.
15. **MAINTENANCE AND REPAIRS**. Lessor will maintain all of the present furniture, fixtures, equipment, facilities, and utilities for the Premises in serviceable condition during the Lease term. Lessee may, at its cost, install additional or alternative equipment with the written approval of Lessor. Maintenance of such Lessee-installed equipment shall be the sole responsibility of Lessee, unless otherwise agreed to in writing.

At the conclusion of the final lease term, Lessee shall be responsible to remove any Lessee-installed equipment, and to restore the Premises to its prior condition, unless otherwise agreed to in writing.

In all instances, damages to the furniture, fixtures, equipment, facilities, and utilities of the Premises in excess of ordinary wear and tear shall be rectified promptly by Lessee at Lessee's expense.

16. **OTHER EQUIPMENT.** If Lessee so elects, during the Lease term, Lessor shall provide for use by Lessee all glassware, flatware, chinaware, kitchen cutlery, serving trays and kitchenware, and shall replace such items which are obsolete or, through normal service, worn beyond use. Lessee shall have the option to utilize all of these items, or any portion thereof, but shall return to Lessor's possession all such items at the expiration of the then current Lease term.
17. **SFP TERMS.** The terms of the Solicitation For Proposals 94258 (SFP) are expressly incorporated into and made a part of this Lease, and shall be obligations of Lessee. In the event of a conflict between the SFP terms and Lease terms, the Lease terms shall control.
18. **PROPOSAL TERMS.** The terms of the proposal submitted by the Lessee, dated \_\_\_\_\_, are expressly incorporated into and made a part of this Lease, and shall be obligations of Lessee. In the event of a conflict between the Proposal and the Lease terms, the Lease terms shall control.
19. **COMPENSATION FOR DAMAGES.** Lessee agrees to keep the Premises in a clean, safe and healthful condition and upon termination of this Lease will ensure that the Premises are left in a clean, safe, and healthful condition. An inspection will be made of the Premises by Lessor on the date of departure by Lessee to determine the condition of the Premises. If the Premises are not left in as good condition as when Lessee took possession, or if there is damage to the Premises, Lessee agrees to restore and otherwise repair the Premises, ordinary wear and tear excepted. A joint inspection of the Premises by Lessor and Lessee will occur before Lessee occupies the Premises to establish a baseline condition.
20. **SIGNS.** Any exterior signs must be approved by Lessor.
21. **NO LESSOR RESPONSIBILITY.** Lessor shall not be responsible for any costs associated with the establishment or operation of the Food Service Operations at the leased Premises, except as specifically set forth in this Lease. Lessor shall in no way be responsible for Lessee's debts and contractual obligations associated with Lessee's use or operation of the Premises.
22. **RIGHT OF ENTRY.** Lessee shall allow Lessor, and any party acting under authority of Lessor, to enter upon the Premises for any purposes. Where practicable, Lessor shall provide the Lessee reasonable notice of such entries.
23. **HOLD HARMLESS.** Lessee shall indemnify and save Lessor, its agents, representatives, and employees, harmless from all claims for damage to property and for illness of, injury to or death of any persons arising from the use and operation of the Premises by Lessee.
24. **EMPLOYEES.** Lessee shall provide and pay a staff of its personnel on duty at the Premises for the efficient management of the Food Service Operations. Subject to the limitations of Paragraph 8, Lessee shall be reimbursed for the Direct Costs incurred by Lessee in connection with personnel on duty at the Premises, including compensation and related

payroll costs, and shall charge the account a Charge for fringe benefits and human resource services.

Lessee agrees to interview all employees, presently employed by the current restaurant contractor at the Premises, who are interested in continuing their employment with Lessee. Lessee shall advise Lessor of those current employees who are not retained and the reason for their non-retention.

Lessee shall, at its cost and expense, arrange for a background check for each of its employees, as well as the employees of any of its sub-lessees, suppliers and subcontractors, who will have on-site access or remote electronic access to the Premises for the operation of the restaurants. Such background checks must include, at a minimum, the information contained in Commonwealth's Request for Criminal Record Check from and procedure, a copy of which is attached as Exhibit "E".

The background check must be conducted for each employee prior to access by the employee and semi-annually thereafter. Lessor must submit for each employee either: (1) a certification that there was a positive background check and no known employee propensity to, or connection with, violent or terroristic behavior; or (2) a request to the Lessor for access by an individual who has a negative background check. Such request must be accompanied by: (1) full disclosure of the criminal activity or violent or terroristic propensities; (2) the reasons for the need to employ the individual; and (3) the safeguards, precautions or actions that will be taken by Lessee to ensure no recurrence of the individual's behavior.

No employee of Lessee will be given on-site access or remote electronic access to the Premises until Lessor approves that employee under the terms of this Paragraph. If, at any time, it is discovered that an employee of Lessee, sub-lessee, subcontractor or supplier working as defined above has a criminal record that includes a felony or misdemeanor which raises concerns about building security or is otherwise job-related, or if information comes to the attention of Lessee concerning an employee's propensity to, or connection with, violent or terroristic behavior, Lessee must: (1) not assign that employee to any facilities of Lessor; (2) remove any access privileges already given to the employee; and (3) not permit that employee remote access unless and until Lessor gives written approval. Lessor may withhold its approval in its complete discretion. Failure of Lessee to comply with the terms of this paragraph may result in a default of the Lease.

For the purposes of this Paragraph, a negative background check is one that contains activity classified as a felony or misdemeanor or any report containing information that indicates an employee's propensity to, or connection with, violent or terroristic behavior. A positive background check is one that contains no activity classified as a felony or misdemeanor and no knowledge or report containing information that indicates an employee's propensity to, or connection with, violent or terroristic behavior.

25. **FIRE SAFETY**. Lessor will maintain all fire protection signaling and control systems in the Premises. Lessee is responsible for implementing all other fire/safety practices/policies required by N.F.P.A. 101 pertaining to a C5 occupancy, including the installation, inspections, and maintenance of fire extinguishers. Lessee will notify Lessor of all inspection results/reports as occurring.
26. **RISK OF LOSS OR DAMAGE**. Lessee assumes the risk of loss or damage to the Premises and all equipment located at the Premises, whether Lessor-owned, Lessee- owned, or owned by a subcontractor, supplier or other third party.
27. **INSURANCE**. Lessee shall provide and maintain for the benefit of the Lessor and itself, as their respective interest may appear, adequate insurance in amounts satisfactory to Lessor with responsible insurance companies licensed to do business in the Commonwealth of Pennsylvania insuring:
- a. Worker's Compensation Insurance sufficient under the laws of Pennsylvania to cover all of its employees working on the Premises.
  - b. Comprehensive General Liability Insurance in combination with excess of \$2,000,000 per occurrence, bodily injury and property damage combined, to include:
    - 1) Products Liability Insurance, and
    - 2) Fire and Extended Coverage on all contents owned by the Lessee related to facilities.
  - c. Lessor agrees to immediately notify Lessee of all losses or claims for which it will seek indemnity under this agreement. Lessor agrees not to incur any cost or expense with respect to any such loss or claim without the approval of Lessee and further agrees to fully cooperate with Lessee and Lessee's authorized representatives in the investigation, defense and settlement of all such claims.

Policies shall be occurrence rather than claims-made policies and shall include the Commonwealth of Pennsylvania as an additional insured except on Workers' Compensation, with respect to the liability arising out of the performance of Lessee's work under this contract. The Lessee or his/her insurance agent or company must forward evidence of the aforementioned liability insurance coverage to the Bureau of Real Estate/Land Management Division, Department of General Services, Room 505 North Office Building. Harrisburg, Pennsylvania, 17125, prior to occupancy.

The Lessee or his/her insurance agent or company shall notify Lessor at least 1 month prior to any transfer or cancellation of the aforementioned insurance coverage. Lessee shall charge the Food Service Operations account a Charge for providing insurance coverage and related services.

28. **INFORMATION TECHNOLOGY SYSTEM**. Lessee shall develop, implement, operate and maintain an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support and training) to support the services provided by Lessee (the "IT System"). The Food Service Operations account will

receive a Charge for the development, implementation, operation and maintenance of the IT System. Lessor shall provide a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.

29. **CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS.**

- a. **Confidential Information:** All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Lessee's business or the business of any subsidiary or affiliate to Lessee, shall be the property of Lessee and shall be confidential except to the extent that Lessor is required to disclose any such information by state or federal law or by order of a court of competent jurisdiction in which case Lessor agrees to provide prompt notice to Lessee of such requirement. Lessor shall keep such information confidential and shall so instruct its agents, employees and independent contractors, and the use of such information by Lessor in any manner shall not affect Lessee's ownership or the confidential nature of such information. Lessor shall not photocopy or otherwise duplicate any such materials without the prior written consent of Lessee.
- b. **Proprietary Materials:** Lessor agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by Lessee on Lessor's Premises in connection with Food Service Operations provided by Lessee under this Lease shall remain the property of Lessee. Upon termination of this Lease, all use of trademarks, service marks and logos owned by Lessee or licensed to Lessee by third parties shall be discontinued by Lessor, and Lessor shall immediately return to Lessee all Proprietary Materials.

30. **RECEIVING AREA, PARKING AND ACCESS TO THE PREMISES.** All deliveries to the Capitol Restaurant shall be made through the North Office Buildings garage entrance and parking area off of North Street. To access the Capitol Restaurant from this entrance, the Lessee shall have access to the freight elevator marked "Restaurant Only" which leads directly to the Capitol Restaurant kitchen.

All deliveries to the Capitol Restaurant shall be made through the North Office Buildings garage entrance and parking area off of North Street. To access the Capitol Restaurant from this entrance, the Lessee shall have access to the freight elevator marked "Restaurant Only" which leads directly to the Capitol Restaurant kitchen.

In addition to these delivery/transport accommodations, Lessee shall access the Premises through all public corridors and entrances. Lessee shall have access to the Premises between the hours of 6:00 AM and 5:00 PM. In the event the Main Capitol or East Wing are closed to the public, Lessee shall not be permitted to access the Premises. If Lessee is not permitted access to the Premises, Lessee's failure to perform any of the services required under this Lease will not be considered a breach of this Lease. Further, any losses incurred by Lessee as a result of Lessor's unreasonable denying Lessee access to the Premises shall be borne by Lessor.

31. **WILLFUL NEGLIGENCE.** Willful neglect, failure, or refusal by either party to carry out any substantial provisions of this Lease, shall be cause for termination of this Lease of such party

has not cured such failure to carry out the substantial provision of this lease within ten (10) days of being notified by the other party of such failure.

32. **ORDINANCES AND REGULATIONS.** Lessee shall have the sole responsibility to comply with all federal, state, and local and municipal laws, ordinances and regulations with respect to the Food Service Operations. Lessee's failure to comply with this requirement shall be cause for termination of this Lease.
33. **CONDITIONS OF OCCUPANCY.** Lessee shall be permitted to occupy the Premises only after the following conditions are satisfied:
  - a. Proof of the required adequate liability and property insurance is provided to Lessor.
  - b. All licensure and occupancy requirements are completed to the satisfaction of Lessor.
34. **HEALTH AND SAFETY.** Lessee will comply with all local, state and federal health and safety standards for food preparation and food service.
35. **LIAISON.** Lessee shall designate a representative to act as its liaison with Lessor, and who shall meet with a representative of Lessor regularly to discuss all issues and problems related to this Lease. Such representative of Lessee shall also act as a point of contact for Lessor regarding all other routine matters regarding this Lease.
36. **DONATION OF EXCESS PREPARED FOOD.** Lessee agrees to make a good-faith effort to donate to a nonprofit organization for ultimate free distribution to needy individuals any apparently wholesome food or grocery products apparently fit for human consumption which are not consumed on the Premises. A good-faith effort includes, but is not limited to, contacting one or more of the entities appearing on the referral listing maintained by the Department of Agriculture. Lessee is hereby put on notice that liability will not attach if the Lessee complies with 42 Pa. C.S.A. Section 8338.
37. **MAIL AND PARCEL SERVICES.** Lessor will not sort, deliver, or accept the Lessee's mail, packages, or deliveries. Lessee may receive mail and packages for both restaurants addressed to:

Capitol Restaurant  
Main Capitol Building and East Wing  
Harrisburg, Pennsylvania 17125
38. **ALCOHOL AND FIREARMS.** Alcohol and firearms are not permitted on the Premises.
39. **DISADVANTAGED BUSINESS PARTICIPATION COMMITMENT.** Lessee shall meet and maintain those commitments made to Disadvantaged Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO). Small Disadvantaged Business subcontractors and Small Disadvantaged Businesses in a joint venture must perform at least **50%** of the subcontract or Small Disadvantaged Business participation portion of the joint venture.

Lessee commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or Lease negotiation shall be maintained throughout the term of the Lease and through any renewal or extension of the Lease. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Lessor regarding a course of action.

If the Lease is assigned to another Lessee, the new lessee must maintain the Disadvantaged Business participation of the original Lease.

Lessee shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to Lessor and BMWBO within **10** workdays at the end of each quarter the Lease is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business subcontractors and suppliers and Small Disadvantaged Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the Lessee made and for which it received consideration for Disadvantaged Business participation. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR DISADVANTAGED BUSINESSES UTILIZATION.

40. **PENNSYLVANIA LOTTERY**. The Tenant will be required, within 90 days of the execution of the lease agreement, to successfully negotiate with the Pennsylvania Department of Revenue, for the acquisition and installation of a PA Lottery sales point. At minimum, the Tenant must have the ability to sell instant tickets, and the ability to make payouts to winners at the point of sale at established legal levels.
41. **CONTRACTOR INTEGRITY PROVISIONS**. Included in and made a part of this Lease is *Exhibit "A"* (attached), a clause regarding Contractor Integrity by Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "A"* shall refer to Lessee.
42. **NON-DISCRIMINATION/SEXUAL HARASSMENT**. Included in and made a part of this Lease is *Exhibit "B"* (attached), a clause regarding non-discrimination/sexual harassment by Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "B"* shall refer to Lessee.
43. **AMERICANS WITH DISABILITIES ACT**. Included and made a part of this Lease is *Exhibit "C"* (attached), a clause regarding compliance with the Americans With Disabilities Act by Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "C"* shall refer to Lessee.
44. **CONTRACTOR RESPONSIBILITY PROVISIONS**. Included and made a part of this Lease is *Exhibit "D"* (attached), a clause regarding Contractor Responsibility by the Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "D"* shall refer to Lessee. It shall also be understood the signature of the Lessee on this Lease shall constitute the written certification required by the Contractor Responsibility Provisions.

45. **NOTICE**. Any notice or demand from Lessee to Lessor or from Lessor to Lessee shall be in writing and shall be delivered by hand or by deposit in the United States Mail, postage prepaid, via registered or certified mail.

If Lessor, in an envelope addressed to the attention of:

Department of General Services  
Bureau of Real Estate  
505 North Office Building  
Harrisburg, PA 17125  
Attn: Director

If to Lessee:

46. **SURRENDER OF POSSESSION**. Lessee agrees to surrender possession and occupancy of the Premises peaceable at the termination of the Lease. Said surrender shall be consistent with all applicable terms, conditions and covenants of this Lease.
47. **TERMINATION OF CONVENIENCE**. Notwithstanding any contrary provision in this Lease, this Lease may be terminated at the option of Lessor for its convenience upon thirty days written notice to the Lessee.
48. **TERMINATION FOR CAUSE**. If through any cause, Lessee shall fail to fulfill in a timely and proper manner its obligations under this Lease, Lessor shall give Lessee thirty days to correct the deficiency. If Lessee fails to correct the deficiency, Lessor may terminate this Lease by giving written notice to Lessee setting forth the reasons for and the effective date of such termination. If this Lease is terminated as a result of Lessee's nonperformance or unsatisfactory performance, Lessor shall have all rights and remedies available to it under this Lease and the law, including the right to seek damages.

Lessee may terminate this Lease for cause if Lessor fails to fulfill in a timely and proper manner its obligations under this Lease. Lessee shall give Lessor thirty days to correct the deficiency. If Lessor fails to correct the deficiency, Lessee may terminate this Lease by giving written notice to Lessor setting forth the reasons for and the effective date of such termination.

For purposes of this Lease, cause includes the Food Service Operations not being profitable for three or more Accounting Periods during any six-month period or not being profitable on a cumulative basis during any six-month period, excluding the first three months after the effective date of this Lease. "Profitable" means Lessee recovers its full Entitlement and at least two percent of total Net Revenue from Food Service Operations for such Accounting Periods. If at any time after the first three months from the effective date of this Lease, Lessee's operations are not profitable, Lessee may notify Lessor and shall propose a plan to restore the Food Service Operations to profitability, and the parties agree to negotiate in good faith to adopt such a plan. If after 15 days the parties have not agreed to a plan to restore the Food Service Operations to profitability Lease may terminate this Lease upon 30 days' notice to Lessor. In the event such termination by Lessee, Lessor shall have the sole option to extend this Lease for up to an additional 90 days from the effective date of termination to



allow Lessor to obtain a replacement vendor. During this 90-day period, the amount payable to Lessor under paragraph 8(c) shall be eliminated if the Food Service Operations are not profitable. If the Lessor is unable to find a replacement vendor prior to the end of the 90-day period, Lessee may continue to provide the Food Service Operations under renegotiated financial terms.

49. **APPLICABLE LAW**. This Lease shall be interpreted, construed, and enforced in accordance with the laws and regulations promulgated by the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.
50. **DISPUTES**. In the event that any disputes arise between the parties under this Lease, Lessor shall make a determination in writing of its interpretation and shall send the same to Lessee. That interpretation shall be final, conclusive, and binding on Lessee and unreviewable in all respects and Lessee shall thereafter with good faith and diligence render such performance as Lessor has determined is required of it. Lessee's sole option with respect to any such decision shall be either:
- a. to accept said decision as a correct and binding interpretation of the Lease; or
  - b. to make such claim as it may desire to the Commonwealth's Board of Claims pursuant to the Act of May 20, 1937, P.L. 728, No. 193, as amended (72 P.S. Section 4651-1 et.seq.)

Pending a final judicial resolution of any such claim filed with the Board, Lessee shall proceed diligently and in good faith with the performance of this Lease as interpreted by Lessor. Notwithstanding the foregoing, Lessee may proceed with termination in accordance with Paragraph 48 of this Lease.

51. **CONTACTS WITH THE MEDIA**. Lessee shall not issue any news releases about Dining Services or this Lease to the media without the prior written approval of the Lessor.
52. **SEVERABILITY**. If a Court of competent jurisdiction or governmental regulatory agency determines any portion of the Lease to be invalid, it shall be severed and the remaining portions of this Lease shall control.
53. **ENTIRE AGREEMENT, AMENDMENTS**. This Lease constitutes the entire agreement between the parties. This Lease may be amended, modified or terminated at any time, but an amendment or modification changing the scope or terms of this Lease shall have no force or effect unless it is in writing and signed by all parties to this Lease.

**IN WITNESS WHEREOF** the parties hereto have caused this Lease to be duly executed by their respective authorized officers and officials, and their respective seals affixed as of the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**ATTEST:**  
\_\_\_\_\_

**LESSEE:**

**By** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**LESSOR**

**COMMONWEALTH OF PENNSYLVANIA**

**Acting Through**

**DEPARTMENT OF GENERAL SERVICES**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**APPROVED AS TO FORM AND LEGALITY**

**OFFICE OF GENERAL COUNSEL**

**By:** \_\_\_\_\_

**OFFICE OF ATTORNEY GENERAL**

**By:** \_\_\_\_\_

## Exhibit A

### CONTRACTOR INTEGRITY PROVISIONS

#### 1. Definitions

**A. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.**

**B. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.**

**C. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5 % interest.**

**D. Financial Interest means:**

1. ownership of more than 5 % interest in any business; or
2. holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

**E. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.**

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not

preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## Exhibit B

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the terms of this contract, Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.

5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this NonDiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

6. The contractor shall include the provisions of this NonDiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this NonDiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

## **Exhibit C**

### **THE AMERICANS WITH DISABILITIES ACT**

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title 11 of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.

## Exhibit D

### CONTRACTOR RESPONSIBILITY PROVISIONS

**For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, lessee/sublessee, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased spaced, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.**

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.
6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138





## APPENDIX B

### SMALL DISADVANTAGED BUSINESS COMMITMENT FORM

This form must be completed and signed by the each proposer and submitted with its proposal. Failure to do so could result in the rejection of the proposal.

Proposer name:

\_\_\_\_\_

Solicitation For Proposal

# \_\_\_\_\_

1. We are a small disadvantaged business.

a. Department of General Services-certified minority business enterprise (MBE)?

Yes \_\_\_\_ No \_\_\_\_

If yes, provide DGS certification number

\_\_\_\_\_

b. Department of General Services-certified women business enterprise (WBE)?

Yes \_\_\_\_ No \_\_\_\_

If yes, provide DGS certification number

\_\_\_\_\_

c. United States Small Business Administration-certified small disadvantaged business?

Yes \_\_\_\_ No \_\_\_\_

d. 8(a) small disadvantaged business concern?

Yes \_\_\_\_ No \_\_\_\_

2. We are a joint venture with a Small Disadvantaged Business as a joint venture partner. The small disadvantaged business joint venture partner is \_\_\_\_\_ (company name).  
The small disadvantaged business joint venture partner is:

a. Department of General Services-certified minority business enterprise (MBE)?

Yes \_\_\_\_ No \_\_\_\_

If yes, provide DGS certification number

\_\_\_\_\_

b. Department of General Services-certified women business enterprise (WBE)?

Yes \_\_\_\_ No \_\_\_\_  
If yes, provide DGS certification number  
\_\_\_\_\_

c. United States Small Business Administration-certified small disadvantaged business?

Yes \_\_\_\_ No \_\_\_\_

d. 8(a) small disadvantaged business concern?

Yes \_\_\_\_ No \_\_\_\_

3. We commit to make the following specific dollar commitments to utilize small disadvantaged businesses as contractors and suppliers.

- \$200,000 or greater.
- \$100,000 or greater but less than \$200,000.
- \$10,000 or greater but less than \$100,000

4. We make no commitment to utilize small disadvantaged businesses as contractors or suppliers. We have included below an explanation for our failure to make a commitment to utilize small disadvantaged businesses.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature Certification**

I certify that the information on this form is true and correct to the best of my knowledge and that I am authorized to represent the above-named proposer in connection with this certification.

Signature:

\_\_\_\_\_  
Name (print or type):

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

\_\_\_\_\_

**Amendment #1**  
**SFP #94258**

**Response to a Question Not Answered at the Pre-proposal Conference**

1. **Q: Does the SFP require Starbucks as a required brand of coffee that must be served at the restaurant?**  
A: Yes, due to customer demand, Starbucks must be served at the kiosk. Another brand of coffee may also be served in the Capitol Restaurant to give customers a choice.

**Responses to Submitted Written Questions**

1. **Q: What equipment and small ware is provided by the vendor?**  
A: All small ware is owned by the Commonwealth. The Commonwealth is unaware of any small ware supplied by the present tenant.
2. **Q: Who owns the kiosk and kiosk equipment?**  
A: The Commonwealth owns the kiosk. The Commonwealth does not own any of the proprietary Starbucks equipment.
3. **Q: Please provide a small wares inventory.**  
A: The Commonwealth does not maintain a small wares inventory.
4. **Q: Please provide an estimated number of catered events and types of events.**  
A: The Commonwealth does not require or receive any reporting of catering, and has no record of this activity.
5. **Q: Please provide an accurate breakdown of the legislative sessions.**  
A: The Pennsylvania General Assembly maintains its own session information. Senate and House session information may be obtained at: [www.legis.state.pa.us](http://www.legis.state.pa.us).
6. **Q: Please provide clarification of the tenant's responsibility under Sec. 2, statement of need, item #3.**  
A: The Tenant is expected to prepare and complete an inventory of all equipment that is at the premises after the Tenant is entitled to possession of the Premises.
7. **Q: Does the State allow an outside Internet connection, "thid id" for our Internal accounting?**  
A: You may have any internal Internet connection you wish, but it cannot interconnect with any Commonwealth equipment or IT system without the

express approval of the Office of Administration.

**8. Q: Would the Commonwealth consider a separate lease for the kiosk operation?**

A: The Commonwealth has considered this suggestion, but has decided that it is in the Commonwealth's best interests to have a single Tenant manage and operate the entire Capitol Restaurant.

**9. Q: Clarification written on the Small and Disadvantaged Business program.**

A: Below is an excerpt from the web site of the Bureau of Minority and Women Business Opportunities.

The purpose of the Disadvantaged Business Program (DB) is to promote the use of small and emerging businesses by giving them opportunities to participate in state contracting.

Many of the companies that qualify for the program are too small to submit proposals as prime contractors on state contracts; however, most state contracts provide subcontracting and joint venture opportunities that would be within the capacity of a small business. The Disadvantaged Business Program encourages prime contractors to consider Disadvantaged Businesses when seeking supplies and services their own companies cannot provide.

If a company needs assistance in locating Disadvantaged Businesses for possible Utilization as a subcontractor, contact the Bureau at 717-783-3119.

**10. Q: Are the POS stations internet based or dial-up for debit/credit transactions?**

A: They are internet based.

**Amendment #2**  
**SFP #94258**

There is an error in the original SFP #94258 document. On page 13 in the 4<sup>th</sup> paragraph, 5th sentence of Section II, Statement of Need, it states that “....a start date of February 8, 2009...”

This sentence should read: “....a start date of June 1, 2009...”

Please make note of this change.

### **Amendment No. 3 to SFP 94258**

The response date for the receipt of proposals has been extended from January 9, 2009 to January 23, 2009. Therefore, the second and third paragraphs of the cover letter to the Solicitation for Proposals are changed to reflect the new Response Date:

Proposals must be received in the office of the Bureau of Real Estate at the address below no later than **5:00p.m., January 23, 2009**. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the word “**FOOD SERVICE PROPOSAL**” printed boldly on the front of the envelope. Also show the following information on the front of the envelope: “**SFP #94858, “ Due Date – January 23, 2009**”. Do not submit a proposal for another requirement in the same envelope with your proposal for this particular requirement.