

HOLLOWAY HIDEAWAY CAFE

PROJECT OVERVIEW

The Division for the visually impaired is requesting proposals to operate and manage a Campus Cafeteria for DHSS employees and the public with the intent to enter into a contract. The initial contract will be effective for seven (7) years with a two (2) year renewal as long as the contractor's performance is satisfactory.

Current Transactions and Sales Analysis – 28 Weeks

Monthly Customer Total:	6000
Daily Customer Average:	300

Total Sales (Average)

Daily	\$ 1,070
Weekly	\$ 5,352
Monthly	\$23,175

- Current vendor is not providing delivery service on the Campus. which we feel has excellent potential.

Employee Cafeteria Services

Approximately 1,200 employees work on the Herman Holloway Campus. The selected provider will be required to operate this service without additional compensation from the State of Delaware.

In 2003, DHSS sent out approximately 1,181 surveys and received a 35% response rate which indicated a high level of interest for the employee's cafeteria. Specifically, 94% of the respondents indicated they would eat at a food court on campus.

DHSS has made a building available on campus where the cafeteria is located and is providing electric, sewer services, hot and cold water, and trash removal services.

The contractor will be required to pay a commission to DVI at the end of each month and to submit copies of their profit/loss statements with the monthly payment.

Contractor's Responsibilities

Lease or provide, install, service and maintain all equipment and fixtures in a safe and good working condition. The contractor will ensure all equipment that is used by employees is safe, clean, and meets all applicable standards established by various regulatory agencies.

Supply all food, labor, supervision, supplies, materials and other items as may be needed to provide cafeteria, catering, coffee and sweet carts services to DHSS Campus employees, invitees and guests.

Notify DVI/BEP of any cafeteria equipment that becomes irreparable that is leased from DHSS.

Provide catering and/or coffee and sweet services at any building on DHSS campus as requested. Invoicing methods will be discussed in more detail upon awarding of a contract.

The preferred hours of operation are 6:30 a.m. to 6:00 p.m. This is negotiable. Please specify hours of operation in your response.

Breakfast service which shall include a menu of hot and cold foods.

Lunch service which shall include a featured hot meal, variety of hot and cold sandwiches, one or more soup selections, fresh salads and fruits, and desserts.

Snack and beverage service.

Provide general catering services (when applicable).

Provide food service delivery on main campus.

During the first six months of the contract meet with DVI/BEP representatives to review the delivery of service, Thereafter, meet with DVI/BEP representatives on a quarterly basis, or as required to review the delivery of services.

Contractor's employees will observe all health and food guidelines, and that employees have access to and be required to wear any required personal protective equipment such as hats and gloves during food preparation and food handling. Contractor's employees shall maintain a professional clean appearance by wearing a uniform, minimally a standardized shirt/top, smock, apron, etc.

Contractor will contact DVI to obtain price quotes on printed materials (menus, etc) and uniforms and will purchase them from DVI when comparable cost estimates are received.

Contractor will contact DHSS to request repairs to the heating, ventilation, air-conditioning, electric, sanitary, or other utilities and services serving the facility.

Contractor will accept cash, checks, debit, purchase orders and credit cards for all products and services provided. Policies for returning items will be posted.

Contractor shall provide at a minimum, on-campus delivery services during the hours of operation as necessary. Contractor will provide delivery vehicle and accept cash, checks, debit, purchase orders and credit cards.

Inspection by DVI/BEP

The Contractor shall permit inspections by DVI/BEP of the designated areas and the equipment at all reasonable times. DVI/BEP shall submit their findings to the Contractor as a result of such inspections within five working days.

Proposed Services

The contractor must provide a narrative description of the proposed services. The narrative description must address each of the elements indicated below:

- A brief overview indicating your understanding of the general nature of the services requested by DVI, specifically that the State of Delaware will not be responsible for reimbursing the contractor for the cost associated with the operation of the cafeteria.
- Describe how the contractor will provide, install, service and maintain all equipment and fixtures in a safe and good working condition.
- Describe how the contractor will supply all labor, supervision, supplies, materials and other items as may be needed to provide cafeteria, catering, coffee and sweet carts, and delivery services to DHSS campus employees, invitees and guests.
- Describe how the contractor will provide catering, delivery service at any building on DHSS campus as requested. Provide a listing of the items and prices that will be made available for this service.
- Describe the cafeteria services that will be available between the hours of 6:30 a.m. to 6:00 p.m. - Monday thru Friday. Provide sample menus and prices for breakfast services, luncheon services, dinner services, as well as snack and beverage services. Provide an assurance that the final selection and pricing of these items must be maintained during the first year of operation. Provide an assurance that changes in hours of operation, menu selections, and pricing must be approved by DVI/BEP.
- Provide an assurance that the contractor will contact DVI to obtain price quotes on printed materials (menus, etc) and uniforms and will purchase them from DVI when comparable cost estimates are received.
- Provide an assurance that the contractor will provide adequate staff for the successful operation of the cafeteria and catering services.
- Describe the contractor's policy on hiring visually impaired or blind Delawareans.

- Describe the contractor's understanding of an assurance of compliance with the requirement to pay DVI a monthly commission as well as the required submission of the monthly profit/loss statements.

Cost Proposal

The applicant must include all sales, product cost, labor cost, all other direct cost, gross income, BEP commission, and net income information on the projected profit and loss statement, along with accounting controls and audit monitoring systems.

Commission details (Form I) must be filled out entirely and submitted as a required part of the business proposal.

Administrative Requirements

1. Contractor recognizes that they will be operating as an independent Contractor and is liable for any, and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under a Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under a Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under a Contract. The Contractor will be an independent Contractor and is not an employee of the State.
3. During the term of a Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

	a) Comprehensive General Liability	\$1,000,000
And		
	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
Or		
	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
Or		
	d) Product Liability	\$1,000,000/\$3,000,000

All Contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the Contractual service requires the transportation of Departmental clients or staff, the Contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury) \$100,000/\$300,000

f) Automotive Property Damage (to others) \$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under a Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of a Contract.
5. The policies required must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the Contractor's subcontractors under a Contract.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the Contract's period of performance as detailed in the Contract.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of a Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required providing services under a Contract, to assure the quality of services provided under a Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of a Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. A Contract may be terminated in whole or part:
 - a) By the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) By either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under a contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

11. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of a Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by a Contract.

Submission Information

Proposal shall be sent to:

Mr. Michael P. Williams, Sr.
Delaware Business Enterprise Program Director
1901 N DuPont Highway
Biggs Building, Door #3
New Castle DE, 19720

Proposal Due Date: Friday, October 6, 2006, by 11:00 a.m.

FORM I

Employee Cafeteria Services

COMMISSION DETAILS

Contractor's Name: _____

Contact Person: _____

Telephone Number: _____

Contractor guarantees that the total annual minimum commission to DVI/BEP shall not be less than \$_____ for the term of the contract.

The commission will be \$_____ or _____% of gross sales, whichever is higher annually.