



BURCHFIELD PENNEY
ART CENTER

October 12, 2018

The Burchfield Penney Art Center at Buffalo State College is requesting qualifications and proposal for operations of museum café and catering venues.

The Burchfield Penney Art Center at Buffalo State College is a not-for-profit fine arts museum with a 50 year history of serving the eight counties of Western New York, the Niagara Region, Erie County, the City of Buffalo and Buffalo State College. The Museum is located at the southwest corner of Elmwood Avenue and Rockwell Road in the heart of Buffalo's Museum District.

The Burchfield Penney Art Center seeks a food service operation that will operate the 780 square foot Burchfield Café and provide full service catering for receptions, donor functions, and special events. The Burchfield Penney Art Center serves as a sought-after rental venue for private and corporate functions. The indoor reception space is approximately 2780 square feet. It is an elegant, well-designed space overlooking the East Gallery and the terrace to the north. In appropriate weather, the terrace may be utilized offering another 1873 square feet.

The food service vendor will operate the cafe and be the exclusive caterer for all events, except for limited museum managed events.

A three to five-year contract is proposed with preferred renewed options with the contract vendor. All space rentals are managed by the Burchfield Penney Art Center.

The enclosed is a synopsis of expectations. Interested vendors are encouraged to submit qualifications and a proposal by 4:00pm on Friday, November 16, 2018 in sealed envelope to the Food Service Search Committee, Burchfield Penney Art Center, 1300 Elmwood Avenue, Buffalo, NY 14222. A committee of Burchfield Penney affiliated representatives will meet individually with a final selection of potential vendors in early December 2018.

Those with questions are asked to contact Carolyn Morris-Hunt at [morisca@buffalostate.edu](mailto:morrisca@buffalostate.edu).

**REQUEST FOR PROPOSAL TO PROVIDE FOOD SERVICE AT
BURCHFIELD PENNEY ART CENTER
1300 Elmwood Avenue, Buffalo, New York 14222**

Each Proposal must include:

Name and address of Company
Company's business classification
Owner(s) experience in food service industry
Company History
Business References
General food service concepts
Sample menus with pricing
Partnership expectations
Method of and estimated fiscal year compensation to Burchfield Penney Art Center

A Contracted business relationship will be established under, but not limited to, the terms and conditions of the following.

For Catering Operations

Reception Space/Louise Magavern Terrace/Kitchen

The Burchfield Penney Art Center hosts receptions, donor functions, awards ceremonies and other programs where food service is required. In addition, we are a venue for private and corporate events. The reception space is approximately 2780 square feet and is adjacent to the 1873 square foot terrace. All built in equipment will be made available to the vendor as part of the contract. The Burchfield Penney Art Center is one of the finest small to medium reception locations in Buffalo. The building is a remarkable modern and elegant architectural design. Food should be of the highest quality, creative and positively memorable.

Estimated capacities are as follows:

Reception Space seating approximately 170 people

Reception Standing: approximately 300 people

Magavern Terrace seating approximately 120

Magavern Terrace standing approximately 200

The vendor will supply:

Linens, dishes, glassware, platters, cutlery and small appliances as needed for final food preparation, presentation.

High quality menu with various options in an array of prices that range from formal, full-service events to stand-up cocktail parties or simple coffee and cookie receptions.

Liquor license and trained/certified bartenders. Price list of all beverages

All Linens, glassware, dishes, utensils, platters and moveable storage units.

Equipment upgrades at own expense. All built-ins become the property of the BPAC.

Any warming oven, carts, etc. for transportation to and from loading dock

One-half of the cost for repair to appliances/equipment owned by BPAC which fails due to normal wear and tear. Full cost for repair in all other circumstances.

Clean up after operation hours. This includes immediate removal of trash, sweeping, mopping and vacuuming. Responsible for keeping food prep areas in compliance with Health Code.

BPAC will provide

(20) 5-foot round dining tables, (4) 6-foot and (14) 8-foot rectangle tables, 220 dining chairs, (16) cocktail height tables.

Built-in equipment in catering kitchen

Storage for additional caterer-owned equipment

For Café Management and Operations

Exclusive use of the café during the following hours of operation:

Tuesday – Friday, 10am-4:30pm

Thursday 10am-8pm

Saturday – 10am-4:30pm

Sunday 11am-3:30pm

General Requirements for both the Café and Catering

Vendor/Contractor agrees to:

Provide information on daily sales totals for café and individual gross receipts for all catering contracts to BPAC on a mutually agreed upon schedule

Adhere to BPAC and BSC rules, policies and procedures

Adhere to Local, State, and Federal laws governing the food services industry

Prescribed compensation to BPAC

A qualified Vendor/Contractor will possess:

- A proven track record in the food service industry
- Adequate resources to fulfill a contract
- Ability to work well in a partnership
- A competitive range of services
- Satisfactory Liability Insurance

Independent Contract

It is mutually understood and agreed by both parties that an independent contractor relationship will be established under the terms and conditions of a signed contract.

Assignment of Contract

The contract, or any part thereof, may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the Burchfield Penney Art Center.

Termination of Contract

Burchfield Penney Art Center may terminate this contract for any reason as determined appropriate by it under consideration of but not limited to the following: insufficient insurance coverage; failure to provide required period statements, or to pay period commission, and/or the guaranteed financial statement. Minimum payments due on or before specified date; failure to maintain satisfactory quality, service, sanitation, or maintenance; failure to keep wage payments at required levels; or bankruptcy or reorganization of Contractor or assignment of assets for the benefit of creditors of Contractor which removes or curtails the right hand and power of Contractor to operate food and beverage service at BPAC. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise; any substantial change in ownership or proprietorship of the Contractor which in the opinion of the Burchfield Penney is not in its best interest; or failure to comply with the terms of the contract.

BPAC shall provide written notice of contract neglect and unless within twenty (20) calendar days of such notice of neglect has ceased or arrangements made to correct it, the BPAC may terminate the contract immediately by giving notice in writing by registered or certified mail of its decision to cancel the contract.

Health and Safety Compliance

The Contractor shall be responsible for compliance with all health and safety regulations and for obtaining all required permits, licenses, including permanent or temporary alcoholic beverage licenses in designated areas, and bonding to comply with College Office of Environmental

Health and Safety, municipal, county, state, and federal laws and assumes liability for applicable taxes including, but not limited to, sales, property and beverages.

Access

The Contractor shall permit the College Contract Administrator or other College authorized representative to inspect any and all area of food services operation and other areas under its control during normal operating hours, and at any time in the event of an emergency. The College reserves the right to enter food service and other contract service areas for inspections, repairs, alterations, or additions hereto or other portions of the building(s) in which these and other services provided by the contractor are located during regular business hours unless an emergency exists.

The Contractor agrees it will not in any manner use the credit or the names of BPACV, BSC, the State University of New York, or the State of New York, in connection with its business or officers without the prior written consent of the Burchfield Penney Art Center, College or the State of New York. Contractor further agrees it will purchase all merchandise and supplies and sign all contracts only in its own name and its own expense and on its own sole credit and that it will promptly make full payment thereon, including applicable taxes, in accordance with the terms of purchase.

Utility Interruption

BPAC and BPAC will not be liable for any loss that may result from the interruption or failure of any utilities or services, from whatever cause, including the intentional interruption or termination of utilities by BAC.

Contractor Employees

The Contractor will be responsible for the salary, wages and benefits of any and all of its employees, charges or any other liabilities or obligations incurred by contractor, and the cost of any merchandise which contractor may purchase. Contractor agrees to hold BPAC, NSC, State University of New York, and State of New York harmless from any liability and to indemnify them from such claims.

All Contractor employees assigned duties on the campus must submit to periodic health examinations as least as frequently and as stringently as required by law and to submit satisfactory evidence of compliance with all health regulations to BSC upon request, such costs to be borne entirely by the contractor.

The Contractor and its employees shall comply with all BSC rules and regulations governing access, key control, and conduct on College property. BSC agrees to furnish contractor's personnel with identification required for entrance to or exit from College premises during normal working hours. It shall be the responsibility of the contractor to return any and all identification to the College within one (1) day of personnel no longer employees at the College

premises or for employees removed from the premises at the request of the College Contract Administrator

The Contractor will comply with all applicable government regulations related to employment, compensation, and payment of personnel, and will comply with all rules and regulations of the State of New York.

Liability and Indemnity

It is expressly understood and agreed that the Contractor is an independent Contractor engaged in transacting its own business on its own account in the premises furnished to the Contractor.

The Contractor shall save, keep harmless, and defend BPAC, BSC, State University of New York, and the State of New York against all liability claims, cost of whatever kind and nature for injury to or death or any person or persons and/or loss or damage to any property, or infringement of any patent, trademark, or copyright occurring in connection with or in any way incident to or arising out of occupancy use, service, operations or performance of work in connection with the contract resulting in whole or in part from the negligent acts or omissions of Contractor, employee, agent or representative of Contractor.

The Contractor shall bear the full responsibility for all risk of loss for whatever reason. Contractor will not hold the College responsible for loss of money, inventory, merchandise or the like resulting from vandalism, theft or any other peril. The Contractor will not penalize BPAC or BSC for any losses incurred and related to the contract.

Insurance

- A. The contractor will provide, at its expense, insurance in the following amounts, listing BPA, BSC, the State University of New York and the State of New York as a “Certificate Holder” and as additional named insured. Insurance certificates indicating at least the required minimum coverage will be provided to the College prior to the award of the contract and throughout its term. These policies shall contain a clause requiring thirty (30) days written notice to the College before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributory with any insurance (or self-insurance) carried by the College and shall contain a severability of interests clause in respect to gross liability protecting each named insured as though a separate policy had been issued to each.
1. Worker’s Compensation and Employer’s Liability – State of New York statutory amount
 2. Commercial General Liability including products liability and completed operations liability (including XCU coverage and contractual liability).
 - a. General Aggregate \$5,000,000
 - b. Products/Completed Operations \$5,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence \$1,000,000
 3. Automobile Liability for owned, hired, and non-owned vehicles, bodily injury and property damage \$1,000,000

4. Liquor Liability \$1,000,000
- B. In the event the Contractor shall fail to maintain and keep in force the policies, as herein above provided, NBPAC and BSC shall have the right to cancel and terminate the contract forthwith and without notice. Proof of required insurance must be submitted to the BPAC and BSC Annually.
- C. This agreement shall be void and of no force and effect unless the Contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provision of the Worker's Compensation Law.
- D. The Contractor shall notify each insuring agency to renew automatically all policies and coverage in force at the commencement of and resulting from this contract until notified coverage requirements are revised.

Sanitation, Health and Safety

The Contractor shall transport refuse to designated refuse collection areas, disposing of refuse in approved containers' in a manner that conforms to the containers' designed use.

The Contractor will be responsible for all custodial services, following the highest standards of sanitation, In the dining, serving and operation areas, including all storage areas, floors, walls, ceilings, inside windows, draperies, and furniture. BPAC and BSC reserve the right to employ professional cleaning vendors if it the opinion of BPAC or BSC that the Contractor's methods are inadequate, such costs to be borne by the Contractor.

- a. The Contractor is required to prepare and have on file at all times a Hazard Communication Plan and Material Safety Data Sheets (MSDS) for all chemical products. A copy of both documents will be on file at all times with the BSC Office of Environmental Health and Safety.
- b. The College also reserves the right to prohibit the use of cleaning agents which may endanger health or cause damage to the College property. The College shall, however, have no obligation to review or approve and such agents, it being the Contractor's sole obligation to assure the use of safe, efficient cleaning agents.
- c. The Contractor shall apply a grease emulsifier to drains to maintain the grease from equipment and floors in a fluid state in all drains. All grease traps must be cleaned regularly, but no less frequently than once per week, and emptied periodically as needed by certified professionals and at the expense of the Contractor. Any and all grease-related problems and attendant expenses, including damage to collections, facilities, equipment, or furnishings, incurred by BPAC and/or BSC will be the responsibility of the Contractor and such expenses will be reimbursed by the Contractor to BPAC and/or BSC.
- d. The Contractor must provide a listing of practices to be included as part of an ongoing sanitation/cleaning program. Contractor must follow the highest industry standards in sanitation/cleaning in all respects for all areas and equipment.

Failure to adhere to such standards may be cause for immediate termination of the contract, after proper notification. The Contractor must work in concert with BPAC and BSC to ensure that pest control is always maintained in all areas.

Equipment

The Contractor will use BPAC equipment, including fixtures, etc., in a safe and proper manner and at all times to keep the same free from damage, in proper condition and in a state of cleanliness that conforms to establish health regulations.

The Contractor will surrender to BPAC all equipment and furnishings located in the food and beverage facilities, as shown on a certified inventory list of all Burchfield Penney owned property, both capital and/or expendable. Upon termination of the contract for whatever cause. Such property and equipment or its equal quality replacement must be returned to BPAC in the same good order and condition as when received by the Contractor, except for reasonable wear and tear. Another inventory shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies shall be corrected at the Contractor's sole expense, said replacement to be of a quality comparable with items in the original inventory.

BPAC and BSC equipment may not be removed from the premises or used by the Contractor nor its employees for any off-site function not affiliated with BPAC.