

Smithsonian Institution
Request for Proposal No 230325-0000
for
Food Service Facility
at the
National Air and Space Museum
6th and Independence Ave. SW, Washington, DC

April 12, 2023

I. INTRODUCTION

A. About Smithsonian

The Smithsonian Institution is a non-profit trust instrumentality that was created by act of Congress of the United States in 1846. The Smithsonian is the world's largest museum and research complex consisting of 21 museums and galleries, the National Zoological Park and nine research facilities. In 2019, more than 23.2 million people from around the world visited the museums and the National Zoo. The total number of objects, works of art and specimens at the Smithsonian is estimated at nearly 155 million. The Smithsonian collections are the basis for research, exhibitions and public programs in the arts, history and culture, and the sciences. The Institution's mission is the "increase and diffusion of knowledge."

The Smithsonian's statement of values and code of ethics require that Smithsonian's revenue-generating activities support the Smithsonian mission and protect the Smithsonian's reputation, integrity, and independence. Smithsonian's revenue-generating activities must be consistent with the Smithsonian mission, culture, governance, and status as a trust instrumentality of the United States and a tax-exempt organization.

B. About Smithsonian Enterprises

Smithsonian Enterprises ("SE") is a division of the Smithsonian Institution. Smithsonian Enterprises operates retail, media, product development, licensing, travel, SmithsonianStore.com, and other services which promote the Smithsonian mission while generating an essential source of unrestricted funding for the Institution. By providing products and services that reflect the mission of the museums and research centers, Smithsonian Enterprises plays a critical role in advancing the Institution's mission: the increase and diffusion of knowledge.

Smithsonian Enterprises' Retail Group manages 12 restaurants with a variety of dining experiences; 2 IMAX theatres with 1.3 million annual attendees; simulators offering thrilling experiences to over 500,000 visitors; and 28 museum retail stores handling over 2.3 million annual transactions.

With over 7.3 million electronic messages marketing our various businesses, Smithsonian Enterprises continues to grow and reach new consumers of every generation throughout the world.

C. About the Project. The Smithsonian Institution is currently engaged in a long-term project to revitalize the National Air and Space Museum ("NASM") building envelope, infrastructure, and exhibits. As part of the revitalization project, the Smithsonian has determined the restaurant building located on the east end of NASM has exceeded its functional usefulness and the entirety of the existing structure will be demolished in the Spring of 2023. The Smithsonian has retained an architect, Ann Beha Architects, to perform a programming study. Smithsonian will construct a multi-story education facility (tentatively titled the "Bezos Learning Center" or "BLC") which will also incorporate a

food service component. Additional information about the Bezos Learning Center is attached hereto in Appendix A (Bezos Learning Center-An Overview), in Appendix B (Programming Report dated September 2022, available via Dropbox and incorporated by reference herein), and on the BLC website at: <https://airandspace.si.edu/about-transformation/bezos-learning-center>. The Smithsonian is seeking proposals for food and beverage service concept, consultation, design concept for interior fit-out, management and operation of a restaurant space within the Bezos Learning Center as well as the operation of an outside café, and a minimum of two mobile food carts. Additional details are set forth in Section II below. Please note: The Smithsonian seeks to make one award to one offeror for these services.

II. SCOPE OF WORK.

- A. Project Details and Considerations.** The project will encompass the following:
- a. Restaurant 1: Will be located within the Bezos Learning Center. The Bezos Learning Center will be constructed by Smithsonian.
 - i. Restaurant 1 will be located on the first floor (est. 20k – 22k square feet) and will have approximately 600 to 700 seats
 - ii. The Smithsonian’s overall food service goals for NASM are set forth in Section II.D below.
 - b. Restaurant 2: Will be an outside café located on the west end of the NASM building.
 - c. Mobile Carts: Mobile carts were previously located on the north (mall side) of the building. Post renovation locations may be expanded but a final determination has not yet been made. The Smithsonian seeks a minimum of two mobile carts.
- B. Food and Beverage Service Concept and Interior Fit-Out Design Concept for Restaurant 1.**
- a. Restaurant 1 OPTION 1: SMITHSONIAN RESPONSIBILITY FOR BUILDOUT. The Smithsonian will select an architect to design the Bezos Learning Center in May of 2023. The Smithsonian is responsible for the overall NASM building design and the design and construction of the Bezos Learning Center, including the kitchen and dining areas, with input/consulting for restaurant areas from the selected offeror. The Bezos Learning Center will be an entirely new structure, with new structural foundations, MEP systems, conveying systems, education rooms and offices. Bathrooms will be located outside of Restaurant 1 and are not anticipated to be necessary within the Restaurant 1 footprint.
 - i. Food and Beverage Service Concept Design and Consultation. In coordination with Smithsonian design managers, the successful offeror will be required to provide its food and beverage service concept design for

Restaurant 1 (including FF&E and interior design), in keeping with the overall NASM building design, and a project team capable of consulting with the Smithsonian's architect on the design of that concept for the kitchen and dining areas.

- ii. Interior Fit-Out Design Consultation. The successful offeror will consult with the Smithsonian on the interior fit-out design of Restaurant 1. The level of consultation and involvement in the design process may differ depending on whether the selected offeror has proposed a branded or non-branded concept, with branded concepts necessitating a higher level of involvement (refer to Option 2 below). NASM anticipates working with the selected offeror to provide interior décor consistent with the Air and Space theme. While NASM would not be able to provide actual artifacts, NASM would be able to provide design suggestions and non-artifact items that would be available for the buildout.
- b. Coordination. The successful offeror's project team will need to coordinate with the Smithsonian's base building design team to provide design input. As noted above, level of input may differ depending on whether the concept proposed is branded or non-branded. Please note that the BLC building design will require National Capital Planning Commission and Commission of Fine Arts reviews and approvals; the Smithsonian's architect will lead this effort. All elements of the Restaurant 1 food and beverage service concept design and interior fit-out design (including but not limited to those elements that require coordination with the Bezos Learning Center) are subject to review and approval by Smithsonian.
- c. Timing. The Smithsonian's goal is to have an approved concept in place in time to permit the successful offeror to consult with the Smithsonian and the selected architect on the design and construction of Restaurant 1 in parallel with the new Bezos Learning Center design and construction. Smithsonian's construction work on the Bezos Learning Center ideally will begin on or about August 2025 with completion anticipated in November 2026. Food service operation of Restaurant 1 would commence once the building is complete. A draft block schedule is attached hereto in Appendix C (Block Schedule).
- d. Restaurant 1 OPTION 2 (OFFEROR BUILDOUT). The Smithsonian will consider proposals to have the offeror handle the design and fit-out of Restaurant 1 directly with the offeror's own team if the design and fit-out will involve significant components that are proprietary to the offeror. For Option 2, the Smithsonian intends to construct a restaurant "warm, white box" for the selected offeror, taking into account the selected offeror's infrastructure needs. This shell will include utilities sufficient for a commercial kitchen and other typical amenities for restaurant visitors and staff. Bathrooms will be located outside of Restaurant 1 and are not anticipated to be necessary within the Restaurant 1 footprint. Refer to Appendix D, Restaurant Warm White Box, attached hereto, for additional information.

- e. ALTERNATIVE OPTION - WALK-UP WINDOW. The Smithsonian is considering including a walk-up window as part of Restaurant 1 that will serve people outside of Restaurant 1 on the patio/plaza. Offerors are requested to indicate their preference for inclusion or omission of a walk-up window and may choose to submit an alternate proposal that includes a walk-up window concept. The final decision regarding whether to include a walk-up window is reserved to the Smithsonian. The selected offeror will not be responsible for the patio area in any way, including but not limited to seating, cleaning, trash removal, etc.

C. Operations.

- a. Restaurant 2 and Mobile Food Carts. In addition to operating Restaurant 1, the Smithsonian will require the selected offeror to operate Restaurant 2 and a minimum of two mobile food carts. Restaurant 2 will be located on the west end of NASM. The last food service operation in this location was a large trailer operated by a nationally branded vendor. Offerors may elect to propose a similar type of operation or food trucks. All seating will be outside seating. The selected offeror is responsible for providing all outside tables and chairs, for maintaining the furnishings as well as the outside seating area for Restaurant 2, and for trash management in the seating area. All proposed food service operations will require Smithsonian approval. The selected offeror will be responsible for storing outdoor tables, chairs, and mobile food carts. The Smithsonian does not have storage space available for these items. The west end Restaurant 2 is not expected to be operational until after Restaurant 1 has been completed and is fully operational. Timing to be coordinated with NASM pending availability of allocated west end location.
- b. The successful offeror will be required to manage and operate Restaurants 1 and 2 and carts, and provide high quality, reasonably priced, food and beverages in an efficient and courteous manner to Smithsonian visitors and employees, in accordance with the requirements set forth in the Sample Concession Agreement, available via DropBox in Appendix E and incorporated by reference herein.

D. Food Service Goals. NASM's unique needs and mission must be considered when developing the food and beverage service concept, offer, and pricing requested in Section III below. A high throughput operational concept is essential to meet the needs of NASM.

Overall food service goals: The overriding objective for NASM food service is to satisfy the diverse needs and tastes of NASM visitors and staff and be sourced as fresh and local as possible. Options for those with allergies or sensitivities are important, including low calorie foods and options for dietary needs such as vegetarian and gluten free needs. Excellent customer service throughout the operation is also a key objective for NASM. The Smithsonian anticipates that the selected offeror must be able to serve the NASM's group sales business which serves groups from 30 – 200. This is a growth area for the

museum and food offerings must be high quality and at a reasonable price point. In house catering for Museum lunches and meetings is desired but not required. The selected offeror will not have exclusive rights to provide catering for special events. The selected offeror must support NASM's drive for sustainability along with established recycling and composting programs targeting goals of diverting a minimum of 50% (by weight) of the operation's waste with a goal of 75%. Note that the Smithsonian has banned the sale of beverages in single use plastic bottles with the ultimate goal of eliminating all single use plastic retail packaging. While understanding the need to feed the masses, the selected offeror is expected to make the overall dining experience positive and rewarding. Offerings should be innovative, service should be welcoming and the atmosphere should reflect a sense of place. The Food Service Facilities are expected to be open at all hours when NASM is open to the public, 10:00 am to 5:30 pm.

Additional information for the project is located in the following Appendices, available via DropBox and incorporated by reference herein: Appendix A (Bezos Learning Center- An Overview), Appendix B (Programming Report dated September 2022), Appendix C (Block Schedule), Appendix D (Restaurant Warm White Box), Appendix E (Sample Concession Agreement) and Appendix F (Smithsonian Required Contractor Terms and Conditions). Overall, the Smithsonian seeks a firm that can demonstrate the following in its proposal:

1. Experience in high volume, high throughput, efficient and safe food delivery;
2. Demonstrated ability to manage profitable operations;
3. Demonstrated expertise at all corporate levels of food service management;
4. Creative ideas and concepts aimed at increasing the per capita sale and total sales at the Restaurants;
5. Management and staff with the desire and initiative to constantly seek improvement in the visitor food service experience;
6. Commitment to superior customer experience, including the design of a space that is accessible for all guests and regular customer satisfaction assessment, such as food quality monitoring, customer surveys, mystery shoppers, and the like;
7. A comprehensive menu development program with standardized recipes and seasonal updates;
8. An ongoing employee training program to guarantee expertise, hospitality, and pride in the product and the workplace;
9. A demonstrated commitment to diversity and inclusion in its hiring practices;
10. The financial resources to support any proposed investments;
11. Ability to support the sustainability goals of NASM and the Institution (targeting LEED Gold for BLC); natural gas will be available in BLC for cooking and other needs;
12. Commitment to facility and equipment maintenance and repair at the highest level of operational efficiency;
13. Willingness to serve healthy menu options and options for customers with food allergies or sensitivities; including vegetarian and gluten free options.
14. Partnership spirit to work with NASM/SE for programs, events, and promotions;

15. Possession of and compliance with all necessary licenses, permits, and inspections, and all applicable federal, state and local laws, codes, regulations, and ordinances in connection with the operation and performance of the Restaurants.

- E. Type of Contract.** For Restaurant 1 Option 1, the Smithsonian will enter into an interior fit-out agreement with the selected offeror for the interior fit-out design consultation required for Restaurant 1 in coordination with Smithsonian contractors, with some portion of the design and buildout to be funded by the selected offeror and the work to be performed by Smithsonian. For Restaurant 1 Option 2, the Smithsonian anticipates entering into a design and build agreement with the selected offeror for the design and buildout of Restaurant 1, with design and buildout to be funded and accomplished by the selected offeror. For operations at Restaurants 1 and 2 and carts, the Smithsonian anticipates entering into a concession agreement substantially similar in form and content to the sample in Appendix E (Sample Concession Agreement). Please read Appendix E carefully, as it contains information essential to the conduct of the operations. The Smithsonian will require a percentage of sales payable to the Smithsonian. Smithsonian Enterprises will be responsible for management of the contracts with the selected offeror, in coordination with Smithsonian Facilities for the interior fit-out or design and buildout agreement.
- F. Contract Term.** The Smithsonian anticipates an initial contract term (for the concession agreement) of twenty (20) years from the date of commencement of operations at the Restaurants with two (2) options (to be exercised at the Smithsonian’s sole discretion) to extend the agreement, each for an additional five-year period (each, an “Option Period”). Further details appear in Appendix E including early termination provisions. Offerors may propose, as an alternate, a longer contract term in exchange for a larger financial investment (refer to Alternative Option – Capital/Term/Commissions in Section II.O.6 below).
- G. Changes.** The Smithsonian reserves the right to change, alter, modify or close the Restaurants as needed to meet market conditions or to otherwise improve them, or to accommodate any construction, restoration or repair activities, government policy, or as otherwise deemed appropriate by the Smithsonian. To the extent possible, Smithsonian shall give the successful offeror reasonable advance notice, if possible, to arrange for any such closing or interruption and will use all reasonable efforts to complete any changes in a manner which minimizes disruption to the food service operations. Smithsonian shall not be responsible or liable for any loss of revenues including but not limited to losses due to such a closing or interruption.
- H. Optional Catering.** The Smithsonian seeks catering services as part of the concession agreement. These services are optional rather than required – offerors may choose to propose on catering services or not. If the successful offeror proposes to provide catering services, NASM may request that the successful offeror provide catering services for events and meetings at NASM. Events and meetings may be internal to Smithsonian

(e.g., retirement celebrations, staff awards ceremonies, lunch meetings) or may involve outside parties. Offerors are on notice that catering services are not exclusive, and the Smithsonian reserves the right to select or have third party users of the NASM facility select caterers of their own for social functions or special events. If the selected offeror will be providing catering services, NASM may identify the selected offeror as an approved caterer for events but will not be required to use the selected offeror for catering and will not require third parties to use the selected offeror for catering. If NASM or a third-party renter selects the successful offeror to provide catering services for an event or meeting, a separate contract will be executed specifically for those catering services. Smithsonian requires offerors to provide catering services for in house meetings at discounted rates. The selected offeror will be able to use the Restaurant 1 seating area and any functional area for catered events. Outside caterers will not be permitted to use these areas. *Please note: Proposals submitted with catering as a required condition and/or proposals that require exclusive catering rights may be excluded from consideration.*

- I. Vending.** Vending is excluded from the scope of services in this RFP. Currently, vending is available back-of-house for Smithsonian employees only. There are no plans for public-facing food or beverage vending at NASM.
- J. Product Exclusivity.** Smithsonian has granted the Coca-Cola Company "exclusive pouring rights" for all public beverage sales in the majority of Smithsonian facilities on the National Mall in Washington, D.C. including NASM. As a condition of the concession agreement, the successful offeror will be required to follow the restrictions as to beverage brand and type as contained in the Smithsonian's pouring rights agreement. Smithsonian reserves the right to change the company (name brand) to whom it grants pouring rights and the terms of its pouring rights agreement, and the successful offeror shall change brands when and if directed to do so by Smithsonian.
- K. Branding.** The Smithsonian will consider proposals for Restaurants 1 and 2 that are either branded or non-branded (or some combination of branded and non-branded).
- L. Food Service Exclusivity.** The contract with the selected offeror will not be exclusive; However, the Smithsonian will grant the selected offeror a right of first refusal over any new food service operations within NASM (to include the Mars Café once the contract for its current operation ends, and mobile carts outside of NASM). Any such right of first refusal will exclude theater concession food and beverage products sold at NASM theaters; snacks, other food items, and beverages sold at NASM retail stores; NASM staff Market Place (operated by another vendor), and NASM staff vending machines.
- M. Additional Food Service Locations and/or Mobile Carts.**
The Smithsonian reserves the right to request that the selected offeror operate additional food service locations and/or mobile carts (beyond the two mobile carts required as a part of this RFP) within/outside of NASM during the concession agreement term. Mobile carts, where agreed upon, will be provided and stored by the successful offeror and the

successful offeror will operate them according to an agreed upon schedule. Any structure used by the selected offeror for purposes of operating a food service location will be at the expense of the selected offeror.

N. **Pre-Opening.** The successful offeror is responsible for all startup costs, including but not limited to menu development, menu tasting, training, and inventory for all Restaurants. Pre-opening expenditures are not subject to buy back protection in the event of termination.

O. **Required Investment.**

1. Start-Up. The successful offeror shall be required to provide all necessary investment for start-up, including but not limited to investment to support its concepts, service wares, small wares, kitchen equipment, and any other investment required to develop sales projected by the successful offeror. The successful offeror shall also provide all necessary investments to improve efficiency, guest flow, or other operating challenges (any such proposed improvements are subject to advance Smithsonian approval).

2. Capital Investment.

Restaurant 1. The successful offeror shall provide a capital investment to fund the buildout of Restaurant 1. The buildout is anticipated to cost \$10,000,000.

a. **OPTION 1.** For Option 1, the Smithsonian seeks investment proposals to cover all or some portion of the buildout amount. The Smithsonian will be responsible for the design and construction of Restaurant 1, and will procure and provide all furniture, fixtures and equipment (“FF&E”) other than those items identified as the successful offeror’s responsibility in Section II.R.1 below. All improvements funded by investment shall belong to Smithsonian. The Smithsonian will own all FF&E and will be responsible for significant repairs and replacement costs. In the event of termination for the Smithsonian’s convenience as set forth in Appendix E to the RFP, the Smithsonian will provide a buy-back to protect the successful offeror’s financial investment in Restaurant 1, such as the buildout, FF&E, and loose equipment (all of which would remain at the Smithsonian if the successful offeror was to leave for any reason). **This buy-back protection will not apply to the successful offeror’s start-up and pre-opening costs and consumable inventory, or to sponsorship or advertising costs.** The Smithsonian seeks proposals from offerors regarding disposition of unamortized amounts in the event of Smithsonian’s termination for convenience.

Proposed investments must be based on the anticipated contract term set forth in Section II.F above. In addition to submitting an investment

proposal based on a 20-year term, offerors may propose, as an alternate, a longer contract term for a larger capital investment (Refer to Alternative Option – Capital/Term/Commissions in Section II.O.6 below). Offerors are on notice that the capital investment is to be used solely for capital expenses associated with Restaurant 1 build-out and interior fit-out and shall not be designated or used for any start-up expenses, smallwares, advertising, or other purposes, or for Restaurant 2 or mobile food carts.

Offerors are on notice that the Restaurant 1 concept design and all interior fit-out must comply with the Smithsonian design and construction review and approval process coordinated by Smithsonian Facilities (refer to Appendix F, Smithsonian Required Contractor Terms and Conditions in the Dropbox). Such terms include, but are not limited to, compliance with the Davis-Bacon Act, 40 U.S.C. §3141 et. seq. 2002), listing the Smithsonian Institution as “Additional Insured” on all applicable design and construction insurance policies, inclusion of Smithsonian requirements for construction contractors to provide industry-standard warranties for all completed construction work, and incorporation of Smithsonian special conditions for A/E and construction. The concept design, drawings and specifications, fit-out details, and associated budget are subject to the mutual agreement of the parties. Because there may be cost impacts associated with the review process, offerors responding to the RFP must confirm their understanding of the Smithsonian design and construction requirements for this project.

- b. **OPTION 2 (OFFEROR BUILDOUT).** The selected offeror funds the project in its entirety and is responsible for the design and build-out of Restaurant 1. The selected offeror procures and provides all FF&E for Restaurant 1. The selected offeror owns all FF&E and is responsible for all maintenance and replacement costs. The selected offeror removes all proprietary FF&E at the conclusion of the contract term. For Option 2, the Smithsonian anticipates entering into a design and build agreement with the selected offeror for the design and buildout of Restaurant 1. The selected offeror shall manage and account for the funds it contributes towards the project, shall contract with its own contractors for performing the work, and shall incorporate certain terms and conditions into those contracts (refer to Appendix F – Smithsonian Required Contractor Terms and Conditions in the Dropbox). Such terms include, but are not limited to, compliance with the Davis-Bacon Act, 40 U.S.C. §3141 et. seq. 2002), listing the Smithsonian Institution as “Additional Insured” on all applicable design and construction insurance policies, inclusion of Smithsonian requirements for construction contractors to provide industry-standard warranties for all completed construction work, and incorporation of Smithsonian special conditions for A/E and construction

projects.

Proposed investments must be based on the anticipated contract term set forth in Section II.F above. In addition to submitting an investment proposal based on a 20-year term, offerors may propose, as an alternate, a longer contract term for a larger capital investment (Refer to Alternative Option – Capital/Term/Commissions in Section II.O.6 below). Offerors are on notice that the capital investment is to be used solely for capital expenses associated with Restaurant 1 build-out and interior fit-out and shall not be designated or used for any start-up expenses, smallwares, advertising, or other purposes, or for Restaurant 2 or mobile food carts. Any remaining investment funds will be earmarked for future renovations of Restaurant 1.

- c. **ALTERNATIVE OPTION - WALK-UP WINDOW** for Restaurant 1. Offerors are requested to indicate their preference for inclusion or omission of a walk-up window, proposed hours of operations, and the preference for one walk-up window or two.
- d. Refresh of Restaurant 1. In addition to the capital investment set forth above for Restaurant 1, the selected offeror will be required to fund a refresh of Restaurant 1 after approximately seven (7) years of service. The investment amount proposed by the selected offeror for the refresh will be deemed to be part of the capital investment for Restaurant 1 and will be amortized on a straight-line basis commencing from the date when the expenditure is put into use.
- e. Restaurant 2. The Smithsonian seeks a capital investment from the successful offeror to fund its proposed concept for Restaurant 2, whether food truck(s) or trailer. It is anticipated that the contract term will be the same for Restaurant 1 and Restaurant 2. Offerors are on notice that this capital investment is to be used solely for capital expenses associated with Restaurant 2 and shall not be designated or used for any start-up expenses, smallwares, advertising, or other purposes, or for Restaurant 1 or mobile food carts.

The selected offeror will fund its proposed concept for Restaurant 2 in its entirety. If the proposed concept is a trailer the structure will be subject to Smithsonian review and approval (refer to Appendix F for additional information). If the proposed concept for Restaurant 2 is a trailer that is in a single location long-term, National Capital Planning Commission and Commission for Fine Arts approval for a temporary installation may be required. The selected offeror will procure and provide all FF&E for Restaurant 2. The selected offeror owns all FF&E and is responsible for all maintenance and replacement costs. The selected offeror removes all FF&E at

the conclusion of the contract term.

3. Key Money Investment. The successful offeror shall provide investment to support Smithsonian's discretionary programs. This investment is anticipated to be paid to the Smithsonian in fixed annual installments, commencing when Restaurant 1 opens.
 4. Advertising. The successful offeror shall provide in-kind investment to support comprehensive marketing and advertising programs (both external and internal to the museum) for the Restaurants and carts in conjunction with the Smithsonian that will attract and drive customers to the Restaurants and carts. Advertising investment shall commence when Restaurant 1 opens.
 5. Commission. The Smithsonian will require a percentage of sales payable to Smithsonian for Restaurant 1, Restaurant 2, and carts. While the Smithsonian reserves the right to conduct discussions with offerors determined to be in the competitive range and have them make an oral presentation, offerors are advised that award may be made without discussion or any contact concerning the proposals received. Therefore, proposals should be submitted initially on the most favorable terms that the offeror can submit to the Smithsonian Institution. Offerors should not assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.
 6. ALTERNATIVE OPTION - CAPITAL/TERM/COMMISSION. Offerors may choose to submit one or more alternative proposals that involve a differing combination of capital investment for each Restaurant, contract term, and commissions, provided the combination offered presents a financial value to Smithsonian.
- P. Reporting and Data Sharing.** The successful offeror shall adhere to Smithsonian reporting requirements (as set forth in Appendix E) and provide reports in a time frame and manner acceptable to Smithsonian. The successful offeror shall work with Smithsonian to provide automated daily food sales reporting and/or regular data dumps or downloads. Offerors are on notice that if food service at any Restaurant or cart is made available to the public "after hours" (before the museum opens or after the museum has closed to the public), the successful offeror must be able to track and record those sales separately for tax purposes.
- Q. Parking.** Offerors are on notice that parking is limited at NASM and the Smithsonian will not be able to provide parking for the successful offeror's employees stationed at NASM. Space will be provided in the loading dock area for Contractor support vehicles necessary for Restaurant 2 and/or mobile carts (e.g., Cushman).
- R. Services and supplies.** The successful offeror shall provide the following services and supplies. In addition, the successful offeror shall provide all item(s) not specifically listed herein and/or in the Sample Concession Agreement that may be necessary to meet the

successful offeror's obligations.

1. Successful Offeror. Services and supplies furnished by the successful offeror shall include but are not limited to:
 - a. All food, beverages;
 - b. Adequate staffing and management to effectively manage the Restaurants and carts;
 - c. Sanitation in all food service areas and required cleaning supplies;
 - d. Point of Sale Systems (including computers that are attached thereto, automated credit-card readers, cash counting equipment, and wireless point of sale capability at all satellite locations such as mobile carts, and any Smithsonian-approved self-service check-out stations);
 - e. Computers/software that are not cash register-related;
 - f. Electricity, gas, water, sewage, and HVAC system costs (through reimbursement to Smithsonian details of which are in Appendix E);
 - g. Extermination services costs (selected offeror shall arrange and pay for extermination services and reimburse Smithsonian for periodic inspections if/as warranted, details of which are in Appendix E. In addition, the selected offeror will be required to have independent pest inspections performed by a vendor of its choice and at its expense, preferably on a quarterly basis;
 - h. Grease storage management and disposal;
 - i. Inter-unit communication devices, (e.g. walkie talkies, intercoms, or two-way radios and telephones, if necessary);
 - j. Laundry and linens;
 - k. Proprietary equipment maintenance and repairs/replacements;
 - l. Office equipment and supplies;
 - m. Promotions and marketing efforts for the operation, subject to Smithsonian approval;
 - n. Service ware, stainless steel, plates and glassware (successful offeror will not offer any beverages in single use plastic containers; Grab-and-go food packaging will be subject to Smithsonian review and approval);
 - o. Signs and menu boards, to be approved by the Smithsonian;
 - p. Small wares, including non-disposable plates and utensils, bowls and glasses;
 - q. If the Restaurants are not serviced by a dishwasher, or if the dishwasher is not operational, the selected offeror must provide compostable service ware (forks, knives, spoons, plates, straws, etc.) and such compostable service ware must meet Smithsonian-established standards – currently ASTM standards. Non-compostable plastic straws are not permitted for use in the Restaurants.
 - r. Smithsonian staff and public accommodations for young children and individuals with disabilities;
 - s. Telecommunications, including but not limited to telephone, Internet and Wifi (the selected offeror is not permitted to use Smithsonian internet services to support food service operations);

- t. Transition mats;
- u. Trash removal, composting and recycling;
- v. Uniforms;
- w. Vehicles required to support the operations;
- x. Grease duct cleaning will be the successful offeror's responsibility. Ducts will be cleaned a minimum of four (4) times per calendar year initially (cleaning frequency will then be evaluated by Smithsonian based on condition to set frequency for future years). Video scoping of cleaned ducts will be required after each cleaning. Grease duct cleaning will be required to meet Smithsonian standards established in accordance with Fire Code NFPA 96 (National Fire Protection Association).
- y. Cost of jetting drain lines and grease trap maintenance will be the successful offeror's responsibility. The successful offeror will be responsible for the drain line jetting and grease trap maintenance contracts (in addition to the cost). Smithsonian will have the right to inspect and verify drain line jetting and grease trap maintenance as well as any equipment with a direct impact on Restaurant operations.
- z. Successful offeror will be required to participate in the NASM composting and recycling programs (NASM loading dock includes an area where recyclable material is deposited/staged for pick up by a Smithsonian contractor). NASM will identify area for composting storage. Pick up is the successful offeror's responsibility.
- aa. Successful offeror will be required to honor the Smithsonian staff discount (currently 20%) for all persons possessing an official Smithsonian identification badge and signing a record showing name, ID number, dollar amount of the sale and cashier's initials on the purchase price of all food and nonalcoholic beverages sold by the successful offeror in the Restaurants and at any carts. In addition, the successful offeror will be required to honor the Smithsonian member discount (currently 10%) for all persons showing proof of a qualifying level of membership. Not all memberships qualify.
- bb. The Restaurants are expected to be open for business during NASM standard hours of operation (10:30 am – 5:30 pm). While there will be standard hours of the operation for the Restaurants, offerors are on notice that peak business opportunities, special events, group sales breakfast and dinner sales, etc., will require flexibility by the selected offeror.
- cc. Storage for outdoor tables, chairs, and mobile food carts.

2. Smithsonian. The Smithsonian will provide only the following:

- a. Electricity, gas, water, sewage, chilled water, steam and HVAC systems (usage costs to be reimbursed by the successful offeror);
- b. Periodic inspections of extermination services if/as warranted (costs to be reimbursed by the successful offeror).
- c. As set forth in Section II.R.1.x and II.R.1.y above, grease duct cleaning, drain line jetting, and grease trap maintenance are services that may be provided by

Smithsonian (to be determined by Smithsonian), with costs to be reimbursed by the successful offeror.

Any item not mentioned herein is the sole responsibility of the successful offeror.

Offerors are on notice that the Smithsonian will not pay for or subsidize the successful offeror's employee meal programs at any location.

S. Technology and Privacy Requirements

1. PCI Compliance / Tokenization

- a. Offeror must provide documents which demonstrate that its proposed payment system meets PCI Compliance requirements listed below and in Appendix E, Sample Contract.
- b. Any applicable software application must be on and stay on the Visa PA-DSS list of validated applications for the duration of the contract term (or, if PCI compliance requirements change during the course of the contract term, vendor must stay compliant and on whatever standard list replaces Visa PA-DDS).
- c. The selected offeror must be on and stay on the Visa Global Registry of Valid Service Providers for the duration of the contract term and is responsible for recertifying every 12 months. If the selected offeror's PCI compliance status changes and the offeror is no longer PCI compliant, Smithsonian Enterprises must be notified in writing immediately. The selected offeror must provide Smithsonian Enterprises with a copy of the annual PCI certification report produced by the Qualified Security Assessor.

2. Privacy

- a. In addition to PCI compliance, selected offeror must be able to work within any additional guidelines set forth by Smithsonian Privacy Office (including privacy and security standards as set forth in Appendix E, Sample Contract), as well as standard industry best practices regarding privacy issues.
- b. The Smithsonian Technical Review Board ("TRB") must approve selected offeror and its proposed systems for security, privacy, and accessibility. (Approval requires adherence to standard industry best practices and applicable Federal guidelines.)

- T.** The successful offeror shall comply with all applicable federal, state (including the District of Columbia), and local equal opportunity, wage and tax laws covering its employees; shall be responsible for its labor relations with any trade or union representing its employees; and shall be responsible for resolving all disputes between itself and its employees or any union representing such employees.

III. PROPOSAL PREPARATION INSTRUCTIONS AND CONDITIONS.

A. General Instructions and Conditions.

1. The purpose of this RFP is to provide interested parties with sufficient information to enable them to prepare and submit proposals for consideration by the Smithsonian. This RFP is being issued to companies interested in the food and beverage service concept design and interior fit-out design consultation and/or buildout of Restaurant 1, and operation of Restaurant 2 and mobile food carts as described in these documents. Your proposal should only address the services described herein.

2. The Smithsonian reserves the right to enter into negotiations with any or all companies at its discretion and based upon the best interests of the Smithsonian.

3. The Smithsonian is not responsible for paying any proposal preparation costs or any other costs associated with a response to this request. This RFP does not obligate the Smithsonian to enter into any agreement, nor shall it be construed as authorization for companies to proceed with any work directly or indirectly related hereto.

4. All information and materials submitted in response to this RFP for consideration by the Smithsonian will become the Smithsonian's property and will be returned only at the Smithsonian's discretion.

5. Submission Process.

a. *Proposals.* Offerors will provide a complete copy of their proposal via email to the attention of Susan Engelhardt at engelhardts@si.edu. These materials must be submitted via email by **3:00 P.M. E.S.T. on or before July 5, 2023**, with the subject matter of the RFP and the name of the company clearly identified in the subject line. Materials sent via hard copy, fax or to any other address will not be considered. Smithsonian can receive emails up to 20MB in size. If you need to submit your proposal via multiple email transmissions, please ensure all emails are numbered (e.g., part 1 of 2, part 2 of 2) and received by 3:00 PM EST on the due date. Please allow for sufficient time for your email to be transmitted and received by 3:00 PM. Ms. Engelhardt will send you a response email confirming receipt. If you do not receive a response email, please contact Ms. Engelhardt to follow up.

b. *Questions.* All substantive and administrative questions about this RFP must be submitted in writing by email to the attention of Susan Engelhardt at engelhardts@si.edu. Questions must be submitted by **5:00 P.M. E.S.T. on May 2, 2023** in order to ensure a response. Questions and Smithsonian responses having an impact on this RFP will be issued to all offerors in the form of an amendment.

c. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not

desired and may be construed as an indication of offeror's lack of cost consciousness. To this end, elaborate artwork, and expensive visual and other presentation aids are neither necessary nor desired.

6. Smithsonian reserves the unconditional right to cancel this RFP or to terminate negotiations at any time without cost or liability of Smithsonian. Participation in this RFP or any resulting contract constitutes an affirmative waiver by participants of any claim to proposal preparation costs. *Interested offerors should note that this is not a solicitation for a federal contract and is therefore not governed by federal procurement procedures.*

7. The Smithsonian reserves the right to reject any and all proposals received as a result of this request. Noncompliance with the instructions and conditions of this RFP may result in disqualification of your proposal. The Smithsonian may refuse to consider any proposal received after the exact date and time specified for receipt.

8. Tastings and Site Visits; Oral Presentations. At Smithsonian's option, offerors in the competitive range will be expected to provide a tasting and accommodate site tours of existing facilities under offeror's management during **late August 2023 (tentatively 8/21, 8/22 or 8/23)**. Additional details will be provided at a later date, including COVID-related safety requirements, if necessary. In addition, at Smithsonian's discretion, offerors in the competitive range may be invited to meet with Smithsonian representatives in person or over the telephone in Washington D.C. during **late August 2023 (tentatively 8/21, 8/22 or 8/23)** to discuss their proposals and answer questions. The oral presentation may be scheduled to take place on the same date/at the same location as the tasting and site visit. Travel and per diem for any such meeting will be the responsibility of each company.

9. Companies are hereby placed on notice that the only persons authorized to conduct discussions and/or make commitments on behalf of the Smithsonian regarding this RFP and all matters incident hereto are the President of Smithsonian Enterprises and designated representatives from Smithsonian Enterprises and the Office of Contracting & Personal Property Management.

10. Additional information in the form of several Appendices to the RFP is provided via DropBox. Please send an email to Susan Engelhardt at the email address provided below to request an invite link to the DropBox.

B. Proposal Requirements. The Smithsonian's requirements and expectations are set forth herein. Offerors should provide proposal submissions demonstrating a clear understanding of the issues and requirements associated with this RFP. Information in the proposal shall be organized in accordance with the major categories of information requested and shall contain appropriate detail, as described herein below. Proposals must specifically include the following:

Part 1: Business, Legal and Financial Terms

1. Pro Forma Statements. Please provide pro forma statements (by Restaurant, by mobile food cart, and catering (if offeror elects to propose on catering services)) for a three (3) year period for Restaurant 1 Option 1 and/or for Restaurant 1 Option 2. The pro forma statements must

contain the following:

- a. Detailed sales projections by fiscal month and category (e.g., by Restaurant, mobile food cart, catering, etc.; refer to sub-paragraph 1.c below for a definition of “fiscal month”). Sales projections should be supported by reference to the per capita sale currently experienced at other cultural institutions where your firm operates food and beverage service or at other similar outlets. If your firm is proposing to provide catering services, please list catering separately.
- b. A statement of proposed concession fees as described in the Sample Concessions Agreement, all start up and direct costs, overhead and administrative fees, check averages, and customer counts.
- c. A description of the accounting system that will apply to this account, with samples of reports that will be available or provided to the Smithsonian, consistent with Smithsonian reporting requirements. All reports must conform to the Smithsonian’s fiscal year which shall refer to the accounting period of twelve months, beginning on the Sunday falling between September 26 and October 2 and ending on the Saturday falling between September 25 and October 1 of the following calendar year. The Smithsonian follows a “4-4-5” accounting period in which each quarter of the fiscal year is divided into three monthly periods as follows: four weeks in the first “month” of the quarter; four weeks in the second “month” of the quarter; and five weeks in the third “month” of the quarter (except for the last fiscal month, which always runs to the end of the fiscal year, regardless of the number of weeks).
- d. A reasonably detailed statement of the proposed total capital investment offer for Restaurant 1. Investment should cover the total cost of food and beverage service concept design and interior fit-out of the kitchen and dining areas of Restaurant 1 including the total costs of concept design, interior fit-out, permits, FF&E, and refresh.

Your proposed investment offer must be detailed in major categories, with anticipated schedule. Your capital investment budget must be separate from start-up and pre-opening expenses (including corporate overhead, staff, or related charges, petty cash, change funds, and working capital). Please provide a detailed breakout of start-up and pre-opening expenses separate from the capital investment proposal. In addition, your capital investment budget must include a contingency dollar amount based on your experience with similar large, complex food service operations. Offerors must demonstrate the financial resources to support any proposed investments. The offeror agrees that the extent and nature of any proposed capital investment and scheduling of same shall be mutually agreed upon with the Smithsonian.

- e. A reasonably detailed statement of the proposed total capital investment offer for

Restaurant 2. Investment should cover the total cost of your proposal for Restaurant 2, including the total costs of concept design, interior fit-out, permits, and FF&E.

Your proposed investment offer must be detailed in major categories, with anticipated schedule. Your capital investment budget must be separate from start-up and pre-opening expenses (including corporate overhead, staff, or related charges, petty cash, change funds, and working capital). Please provide a detailed breakout of start-up and pre-opening expenses separate from the capital investment proposal. In addition, your capital investment budget must include a contingency dollar amount based on your experience with similar large, complex food service operations. Offerors must demonstrate the financial resources to support any proposed investments. The offeror agrees that the extent and nature of any proposed capital investment and scheduling of same shall be mutually agreed upon with the Smithsonian.

- f. A reasonably detailed statement of proposed Key Investment offer. The Smithsonian reserves the right to allocate Key Investment funds as it sees fit. Offerors must demonstrate the financial resources to support any proposed investments.
- g. A reasonably detailed statement of proposed Advertising investment offer. The Advertising investment funds will be allocated in a manner that is mutually agreed by Smithsonian and the successful offeror. Offerors must demonstrate the financial resources to support any proposed investments.
- h. A reasonably detailed proposal of how your firm proposes to address price increases for menu items over the term of the agreement.
- i. RESTAURANT 1 OPTION 2 (BUILDOUT) - If you intend to submit a proposal for Restaurant 1 Option 2, please include in that proposal all of the same elements as set forth in Part 1, Pro Forma Statements, Sections a through h above (but excluding Section f).
- j. ALTERNATIVE OPTION - WALK-UP WINDOW for Restaurant 1 - If your proposal indicates a preference for a walk-up window(s) for Restaurant 1, please identify in your Pro Forma statements whether a walk-up window(s) is included. Please note that if Smithsonian were to elect to include a walk-up window, the Smithsonian's commissions from such sales may be subject to unrelated business income tax (UBIT) and the selected offeror would be required to report separately on walk-up window sales. Smithsonian would consider when reviewing proposals the potential impact application of UBIT would have on revenue return.
- k. ALTERNATIVE OPTION - CAPITAL, TERM, COMMISSION - If you intend

to submit one or more alternative proposals for differing combinations of capital, term and commission, please include in the alternative proposal(s) all of the same elements as set forth in Part 1, Pro Forma Statements, Sections a through h above and proposed contract term.

2. Confirm your investment proposals are consistent with the Smithsonian's architect/engineering and construction guidelines detailed in Appendix F, including the Smithsonian review and approval process, interior fit-out and related requirements.
3. An explanation of any exceptions or deviations your company will require with respect to Appendix E (Sample Concession Contract), attached. Exceptions will not automatically cause a proposal to be deemed unacceptable. However, exceptions not providing obvious benefit to the Smithsonian Institution may result in rejection of a proposal as unacceptable.
4. A statement from your company certifying that there is no material litigation, either pending or threatened, or any contractual or business relationship involving your company or any of its principals, shareholders, partners, officers, or employees which would prevent or limit your company from providing any services described in this RFP, or would hinder your company's ability to achieve fully the stated objectives and an affirmative statement that your company is responsible and able to conduct business in the District of Columbia and throughout the United States. *To be provided as a signed, certified document with your proposal.*
5. Representations and Certifications of Offeror. Please complete the Representations and Certifications form, attached hereto in Appendix G, and *sign and return with your proposal.*
6. Insurance. Insurance certificates evidencing that your firm can meet the insurance requirements set forth in Appendix E (Sample Concession Contract) and, as applicable, Appendix F.

Part II: Technical Information

1. Cafe and Menu Concepts.
 - a. Please provide general concept and sample menus for Restaurant 1, setting forth a description (where appropriate) of each menu item. Concept design must include designs for menus, offerings, dining area décor and proposed interior fit-out. A high throughput operational concept must be included. Menus should be consistent with the goals outlined above and should demonstrate a willingness to serve healthy menu options, vegetarian and vegan options, and options for customers with food allergies and sensitivities.

b. Please indicate your preference to include or omit ALTERNATIVE OPTION - WALK-UP WINDOW. If you choose to include a walk-up window for Restaurant 1 as a part of your proposal, please describe your concept for the walk-up window, including how you would propose integrating it into the server operation on the main floor and how you would propose managing the ordering of food (including pre-order options), proposed hours of operation, and the preference for one walk-up window or two.

c. For Restaurant 2: Please provide sample menus for Restaurant 2, setting forth a description (where appropriate) of each menu item. Menus should be consistent with the goals outlined above and should demonstrate a willingness to serve healthy menu options and options for customers with food allergies and sensitivities.

d. Provide general concept and sample menus for mobile food carts, including number of carts proposed (minimum of two), sample menus, designs for menus, and décor.

e. Provide an appendix that contains a complete price and portion book to include portion size, food costs, and selling prices to be implemented at the Restaurants. Provide estimates of price increase strategies over the Agreement term. Offerors must be able to demonstrate a comprehensive menu development program with standardized recipes and seasonal updates. Confirm that your company will *not* include products in single use bottles as part of your product offering.

f. Describe your proposed plan for merchandising menu items and any other merchandise items to be sold at the Restaurants and/or mobile food carts.

g. Describe what food will be prepared from a non-Smithsonian commissary. Specify exactly what foods will be prepared or transported from a commissary, how often they will be delivered, and how far the commissary is from NASM.

h. Explain your organization's policy for the disposition of leftover food such as donating to food banks or kitchens.

i. Provide sample design suggestions for non-disposable flatware, cutlery and rack mounted menus consistent with your concepts. All designs will be subject to Smithsonian approval.

2. Event and Meeting Catering. If offeror elects to propose on catering services, please provide the following:

a. Provide sample priced menus for box/drop-off lunches and dinners.

- b. Provide sample priced menus for in-house special events and outside special events (including but not limited to box/drop-off lunches, receptions and seated dinners).
- c. Provide priced internal conference catering menu (reflecting discounted pricing for “in-house” Smithsonian conferences and meetings).
- d. Provide a narrative explaining your catering expertise and experience.

3. Management and Implementation.

a. Implementation. Describe the manner in which you propose to implement the Restaurant, cart, and menu concepts proposed. Provide a proposed timeline from contract award, to transition, including renovation timeline (award anticipated in late 2023 with construction anticipated to begin on or about August 2025). Requested information must be provided for the Restaurant 1 Option 1 . If the offeror elects to submit a proposal for Restaurant 1 Option 2 and/or any alternative proposals for Alternative Option – Walk-Up Window or Alternative Option – Capital/Term/Commission, offeror should submit the same requested information for each of those alternate proposals, as applicable.

b. Organization. Please provide the proposed organization chart for the Smithsonian account and Restaurants’ café staffing chart. All such charts should include job descriptions for each position, the designation and resumes or bios for the proposed manager and chef. Provide in detail the names and titles of support staff that shall be involved during the transition and implementation and include the duties that each staff person will fulfill. Describe incentives offered to retain good employees. Note Smithsonian will ask to interview key personnel including District Management and General Manager. Please take note of security requirements detailed in Appendix E (Sample Concession Agreement). This section must also include what in-house capabilities your company has versus what will be outsourced. For any capabilities that would be outsourced, please identify the vendors proposed for outsourcing.

c. Corporate Oversight. Detail how frequently corporate level visitation will occur at the Restaurants. Detail the frequency of marketing meetings, operations review, and strategy meetings, taking into account the requirements in Appendix E. Specify who in your firm will be involved in providing corporate oversight for the Smithsonian account. Offerors must demonstrate expertise at all corporate levels of food service management.

d. Marketing. Explain in detail, with examples, the marketing programs that will be used to ensure the success and profitability of the Restaurants and carts. Offerors must demonstrate a partnership spirit to work with NASM for programs, events and promotions.

e. Utilization of Small Business Concerns. Demonstrate commitment to

assure that maximum practicable opportunity is provided to small business concerns, small disadvantaged business concerns, women-owned small business concerns, Historically Underutilized Business zone (HUB Zone) small business concerns and service disabled veteran-owned small business concerns ("SDBs") to participate in the performance of this Agreement, whether through an ongoing joint venture, joint teaming arrangement, a creative and innovative subcontracting plan or otherwise.

f. Diversity/Non-Discrimination. Demonstrate policies that prohibit discrimination on the basis of race, color, sex (including sexual harassment), national origin, religion, age, and disability. Also, describe any actions such as recruitment strategies, training programs, and affirmative action plans that your organization has initiated, proposed or will maintain in order to uphold its commitment to workforce diversity.

g. Accessibility. Demonstrate means for compliance with statutes involving accessibility for people with disabilities including, but not limited to, the Americans with Disabilities Act ("ADA"), for patrons and staff. Further demonstrate staff training involving reasonable accommodations and maintenance of accessible facilities and items such as menus, ads, and sign layout.

h. Restaurant and Equipment Maintenance. Offerors must demonstrate a commitment to facility and equipment maintenance and repair at the highest level of operational efficiency. Detail policies, procedures and practices that proactively ensure the highest quality care and maintenance of equipment and facilities including but not limited to daily handling, regularly scheduled preventative maintenance, including record keeping thereof and client communications protocols in the event of equipment failure or damage to a facility.

4. Contractor's Technical, Financial and Corporate Resources. Please provide the following:

a. Offices. Include location of corporate headquarters and all corporate regional office(s). Identify state of incorporation. If not a corporation, explain organizational structure and legal status.

b. Sales and Profits. Include gross sales and profits during 2015-2019, as well as financial statements for the last three years. Attach audited annual reports for the last three years.

c. Business Types. Describe all categories of business in which your organization is involved including food service and all other types of business, as well as the percentage of total corporate sales and profits for years 2015-2019

which are derived from the food service business (es). List all food service accounts that exceed \$1 million in sales per year.

d. Current Experience. Offerors must demonstrate experience in high volume, high throughput, efficient food delivery and the ability to manage profitable operations. Describe three (3) comparable (size, volume, cultural institution) food service facilities that your organization currently operates. Provide a narrative of accomplishments at these comparable accounts.

e. Catering Experience. If your firm is proposing to provide catering services, detail your firm's current catering sales volume and service locations, and address how your reputation and expertise might allow your firm to capture some portion of special event catering at NASM.

f. References. Provide the company name and address, contact name, telephone number and email address of a minimum of three (3) relevant client contracts that Smithsonian may contact for reference and evaluation purposes. References provided should demonstrate performance similar in scope and scale to the project described herein.

g. Account Evaluation. Describe evaluation programs that will be used to monitor the Smithsonian account and how these programs will provide timely feedback and result in adjustments to the management and operations at the Restaurants. Such programs may include, but are not limited to, sample customer satisfaction surveys and related computer-generated programs. Please provide the frequency with which said programs will be implemented and provide samples of such programs currently used by your firm.

h. Corporate Resources. Describe the corporate resources, if any, that will be made available to the Smithsonian for this account on a regular basis for consulting on items such as, but not limited to, promotion ideas, design ideas, and marketing assistance. Describe type of consultation expertise, projected consultation frequency, consultation product, and the interface with on-site management team(s).

i. Cleaning, HACCP, and Sanitation Practices. Please describe the cleaning and sanitation practices that will be utilized at the Restaurants and carts. Manuals may be included as appendices, however, a summary statement demonstrating corporate commitment in addition to expected outcomes is required. Address frequency of items such as heavy cleaning, re-lamping and a carpet maintenance program. Describe your Hazard Analysis and Critical Control Points (HACCP) program and safety programs.

j. Environmental Awareness. Offerors must demonstrate an ability to support the sustainability goals of the Smithsonian. Describe your company's

proposed approach to supporting sustainability and composting programs at the Smithsonian, taking into account the requirements in Appendix E. Include methods such as green procurement, source reduction, reuse, composting and recycling. Also address topics such as food waste; reduced use and recycling of cardboard, mixed paper and plastics; and conservation of energy and water. Describe your sustainability reporting structure.

k. Training Practices and Mystery Shopping. Offerors must demonstrate a commitment to superior customer service experience and an on-going training program to guarantee expertise, hospitality, and pride in the product and the workplace. Management and staff should have the desire and initiative to constantly seek improvement in the visitor food service experience. Describe any and all training practices that will be utilized at the Restaurants and carts. Manuals may be included, however a summary statement demonstrating corporate commitment in addition to expected outcomes is required. Describe mystery shopping programs that will be utilized.

l. Responsiveness; Communication. Describe how you will ensure all Smithsonian concerns are addressed in a timely and effective manner. Describe chain of communication, response protocol, and amount of time required to respond to Smithsonian inquiries or concerns.

m. Performance Benchmarks. Smithsonian is interested in implementing certain performance and revenue benchmarks in the agreement and will periodically assess contractor performance through regular review of established metrics. Failure to meet benchmarks or adhere to certain contract terms will result in the assessment of penalties. For example, a penalty may be assessed for unauthorized late opening or early closure of outlets. Repeated failures may result in contract termination. Describe proposed benchmarks and metrics, and associated penalties for failure to meet those benchmarks.

5. RESTAURANT 1 OPTION 2 (BUILDOUT). If you choose to submit a proposal for Restaurant 1 OPTION 2, please clearly describe whether any of the technical information provided as Part II of your proposal will change for Restaurant 1 OPTION 2.

6. ALTERNATIVE OPTION 3 - CAPITAL/TERM/COMMISSION. If you choose to submit one or more alternative proposals with differing combinations of capital, contract term, and commissions, please clearly describe whether any of the technical information provided as Part II of your proposal will change for ALTERNATIVE OPTION 3.

V. **EVALUATION CRITERIA.**

Subject to the discretion of the Smithsonian, any company may be selected who is deemed

responsible, whose proposal conforms to the requirements in all of the RFP documents, and is judged, based on the evaluation criteria below, to represent the best value to the Smithsonian. The Smithsonian will not select a company whose proposal is determined to be unacceptable to the Smithsonian. Proposals will be evaluated against the following factors:

A. Business, Legal, and Financial Terms, including Pro Forma Statements and Financial Return to Smithsonian. Pro forma statements (by Restaurant, carts, and catering if catering is proposed) must illustrate ability to increase sales and financial return to Smithsonian, percentage return offered and investment evaluation. The investment proposals will be reviewed against the Smithsonian guidelines and requirements provided as a part of this RFP. Each offeror's financial terms will be evaluated for completeness and reasonableness to determine the offeror's understanding of the requirements and ability to perform the contract. Completeness is evaluated by assessing the level of detail the offeror provides in financial information for all requirements. Reasonableness is evaluated by assessing the acceptability of the offeror's methodology used in developing the financial terms. The existence of adequate competition may support a determination of reasonableness. This includes both original submissions and final proposal revisions (if requested).

B. Food and Beverage Service and Menu Concepts; Catering Concepts. Innovation of food and beverage service and menu concepts, catering concepts (if catering services are proposed), and high throughput operational concept, including consistency with NASM food service goals, value and variety including seasonal variety, and concepts that address challenges and opportunities, and that are aimed at increasing the per capita sale and total sales at the Restaurants and carts.

C. Management and Implementation. Proposed implementation and operating plans/approach, consistent with the requirements of this RFP, including local and corporate staffing, staff experience, staffing schedules, training practices, customer service standards and practices (such as food quality monitoring, customer surveys, mystery shoppers, and the like), marketing, accessibility, commitment to workforce diversity and utilization of SDBs, cleaning, sanitation, and environmental awareness program(s).

D. Qualifications and Experience. Offeror's corporate resources, reputation, experience and quality of current facility operations; evidence of commitment to the Smithsonian account, account evaluation procedures and methods.

E. Past Performance. Past Performance of your company (e.g., compliance with contract requirements, quality of products/services provided, timeliness of performance, cost control, business relations). The Smithsonian may use past performance information obtained from other than the references identified by the offeror.

All evaluation factors other than the Business, Financial and Legal Terms factor, when combined, are equal to the Business, Financial and Legal Terms factor. The Smithsonian reserves the right in all cases to be the sole judge determining whether a company meets the evaluation criteria.

VI. DEADLINES

Questions Due: All substantive and administrative questions about this RFP must be submitted in writing by email to the attention of Susan Engelhardt at engelhardts@si.edu. Questions must be submitted by **5:00 P.M. E.S.T. on May 2, 2023** in order to ensure a response.

Proposals Due: Offerors will provide a complete copy of their proposal via email to the attention of Susan Engelhardt at engelhardts@si.edu. These materials must be submitted via email by **3:00 P.M. E.S.T. on or before July 5, 2023**, with the subject matter of the RFP and the name of the company clearly identified in the subject line.

Tastings & Site Visits: Tastings and site visits are anticipated to be scheduled at offeror's location during **late August 2023 (tentatively 8/21, 8/22 or 8/23)**.

Oral Presentations: Meetings are anticipated to be scheduled for one hour in Washington, D.C. or via teleconference during **late August 2023 (tentatively 8/21, 8/22 or 8/23)**.

VII. APPENDICES (available via DropBox)

Appendix A – Bezos Learning Center-An Overview

Appendix B – Programming Report dated September 2022

Appendix C – Block Schedule

Appendix D – Restaurant Warm White Box

Appendix E - Sample Concession Agreement

Appendix F – Smithsonian Required Contractor Terms and Conditions (includes Attachment 1: Project Overview, Attachment 2: Category 1 Projects, and Attachment 3: Special-Cond-for-AE Services)

Appendix G – Representations and Certifications of Offeror (OCon Form 650), to be completed and returned with proposal

Other Materials made available via Dropbox –

- Composting and Recycling at Smithsonian Facilities