

SOLICITATION, OFFER AND AWARD				1. Type of Solicitation: Sealed Bid (IFB) Negotiated (RFP)		Page 1 of	
2. Solicitation Number			3. Solicitation Title			4. Date Issued	
5a. Issued By			For Information, Contact:				
			5b. Name			5c. Phone	
			5d. Email				
SOLICITATION							
6. Offers must be received ON OR BEFORE EASTERN TIME at:						7. Delivery Arrangement	
the email address in Block 5d						FOB Destination	
the office address in Block 5a with _____ copies "*****" another location (see Section L)						FOB Origin	
8. Table of Contents							
	Sec.	Description	Page(s)		Sec.	Description	Page(s)
Part I – The Schedule				Part II – Contract Clauses			
	A	Solicitation, Offer and Award Form			I	Contract Clauses	
	B	Supplies or Services and Prices/Costs		Part III – List of Documents, Exhibits and Other Attachments			
	C	Description/Specifications/Work Statement			J	List of Attachments	
	D	Packaging and Marking		Part IV – Representations and Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries and Performance					
	G	Contract Administration Data			L	Instructions, Conditions, and Notices to Offerors	
	H	Special Contract Requirements			M	Evaluation Factors for Award	
OFFER <i>(must be fully completed by offeror)</i>							
9. The undersigned agrees to perform in compliance with the terms and conditions in the following pages if this offer is accepted within 120 calendar days from the date for receipt of offers specified in Block 6.							
10. Acknowledgement of Amendments <i>(the offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):</i>		Amendment No.			Date		
		Amendment No.			Date		
		Amendment No.			Date		
		Amendment No.			Date		
		Amendment No.			Date		
11. Prompt Payment Discount <i>(Calendar Days)</i>		12. Authorized Signature					13. Date Signed
No. of Days	%						
14. Name and Address of Offeror		15. Signer Information <i>(type or print)</i> :					
		a. Name				b. Phone	
		c. Title					
		d. Email					
AWARD <i>(to be completed by Government)</i>							
16. Contract No. <i>(Solicitation No. + Suffix if applicable)</i>				17a. Name of Contracting Officer			
The signature of the Contracting Officer in Block 17 constitutes acceptance of the Offeror's proposal dated _____ and consummates the contract, which consists of this Solicitation, Offer and Award Form and the referenced proposal.				17b. U.S. House of Representatives Signature		17c. Date Signed	

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PAGE A-1 – CONTRACT DEFINITIONS

The following list provides definitions for acronyms and terms used throughout the contract.

- (a) “ACR” means the “Authorized Contractor’s Representative.”
- (b) “Chief Administrative Officer” or "CAO" means the Chief Administrative Officer of the House.
- (c) “Contract” means the agreement resulting from the Solicitation signed by the House and the Contractor.
- (d) “Contractor” means any vendor, offeror, company or individual who is awarded a Contract pursuant to this Solicitation.
- (e) “COR” means the Contracting Officer’s Representative.
- (f) “EFT” means Electronic Funds Transfer.
- (g) “Equipment” means an item/good with a serial number.
- (h) “HIR” means House Information Resources.
- (i) “HISPOLS” means House Information Security Policies and has the meaning set forth in the Clause entitled, “Information Security.”
- (j) “House” means the U.S. House of Representatives.
- (k) “House Sensitive Information” has the meaning as described in HISPOL 002.0.
- (l) “Notice of Termination” has the meaning set forth in the Clause entitled, “Termination.”
- (m) “Offer” means any bid, quote or proposal submitted pursuant to this Solicitation.
- (n) “Offeror” means any bidder, proposer, vendor, company or individual who submits an offer pursuant to this Solicitation.
- (o) “SAM” means the System for Award Management.
- (p) “Solicitation” means this request for proposal.

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CHECKLIST OF SUBMISSION REQUIREMENTS

__ **QUALIFICATION REQUIREMENTS – TAB I (Section L.2)**

- __ The SOLICITATION, OFFER AND AWARD Form (page 1) with blocks 10 through 15 completed.
- __ Company background - L.2(b)
- __ A Past Performance Project List identifying at least three projects within the last three years for which the Offeror has provided services relevant to the services required by this solicitation. L.2(c)
- __ A list of at least three projects that the Offeror no longer provides services for. L.2(c)
- __ A Performance Project List identifying five current clients for which the Offeror is providing services relevant to the services required by this solicitation. Include the contact information for the person who has ongoing, first-hand knowledge of the Contractor's performance. L.2(d)
- __ A list of accounts lost within the last three years and the reason(s) for the losses. Include contact information for the person having first-hand knowledge of the Contractor's performance. L.2(d)
- __ Completed Section K of this RFP, Representations, Certifications, and Statements of Offerors. (Note: Online Representations and Certifications filed by federal government Contractors for the executive branch are not required). L.2(e)
- __ Verification of ability and commitment to provide adequate funding. L.2(f)

Part I - Technical Proposal

- __ Table of Contents reflecting Part I and Part II and sub-sections as follows. The Table of Contents and all pages should be numbered.
- __ Part I – Technical Proposal should be divided as follows:
 - __ 1. Executive Summary (see L.3.1.1)
 - __ 2. Operational Plans and Proposed Services* (see L.3.1.2)
 - __ 3. Attachments (see L.3.2)

*Each section of Part I – Technical Proposal (Operational Plans and Proposed Services) should be subdivided with responses provided for each individual outlet that the Offeror is proposing on (restaurant, cafeteria, convenience store, etc.) in the same order detailed in Section C – Descriptions and Specifications of the RFP.

- __ Provide details as requested from the following sub-sections of **Section C Statement of Work**.
 - __ (1) Food Service Requirements (Section C.2.2)
 - __ (2) Customer Service Experience (Section C.2.3)
 - __ (3) Food Service Outlets and Hours of Operation (Section C.2.6)
 - __ (4) Food Services (Section C.2.7)
 - __ (5) Members' Dining Room (Section C.2.8)
 - __ (6) Catering Services (Section C.2.9)
 - __ (7) Alcoholic Beverage Service (Section C.2.10)
 - __ (8) Vending (Section C.2.11)
 - __ (9) Cashless Systems (Section C.2.12)
 - __ (10) Renovations, Remodeling and Capital Investments (Section C.3)
 - __ (11) Menus (Section C.4.1)
 - __ (12) Menu Prices (Section C.4.2)
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 - __ (14) Quality Standards (Section C.4.5)
 - __ (15) Merchandising, Marketing and Displays (Section C.4.6)
 - __ (16) Sanitation and Food Safety (Section C.5)

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- __ (17) Personnel and Related Activities (Section C.6)
- __ (18) Technology (Section C.7)
- __ (19) Emergency Operations Plan (I.24)

Other Information

- __ Submit an implementation/start-up schedule and action plan indicating the steps required from the date of award of the contract through and including the first 90 calendar days of operation. Provide the names, titles, and roles of all individuals that will represent your company during the transition period. See Section H.24.
- __ Submit a Phase-out plan as detailed in Section H.24(d)
- __ If your company will use a central commissary, distribution facility, or kitchen for prepared, perishable, non-perishable, fresh or frozen food stuffs, and/or non-consumable supplies, provide details as to what will be provided by your commissary, distribution facility, and/or off-site kitchen including frequency of use and purpose. Indicate if it is licensed and approved by the appropriate local and State governmental agencies. Provide the address of the facility.
- __ Submit a viable emergency operations plan. See Section I.24.

L.3.2 Part I – Technical Proposal – Attachments

- __ Include any material (i.e. training manuals, checklists, etc.) that directly relates to your proposal at the end of Part I – Technical Proposal. Clearly label each attachment.

L.3.3 Part II -- Financial Proposal and Projections

- __ Provide a detailed description of proposed commission to the House based on a percentage of total Gross Revenues, based on volume of sales, separately by contract line item number.
- __ Provide your financial projections using the Excel spreadsheets provided in Attachment J.17 Financial Projections. Do not change or alter the spreadsheets.
- __ Complete the Staffing Worksheet applicable to your proposal located in Section J, Attachment J.16 Staffing.
- __ Complete the Price Guide sheets appropriate to your proposal in Attachment J.1, Price Guide, with the items and prices you are proposing for these areas. Please complete the table as shown. These lists should include at least 90 percent of the items that your company will be offering for sale.

L.4 Submissions

- __ Offeror shall ensure that the proposal is signed in block 12 of the Request for Proposal page (page one of the RFP) by an authorized party, and shall print or type its name and the name of the authorized signatory in the appropriate blocks.
- __ Offeror shall submit one (1) original copy to the address in Section A.5a., and one (1) electronic version in MS Word or PDF format, with Excel spreadsheets as appropriate.
- __ The Technical Proposal and Financial Proposal and Projections shall be submitted as separate files.
- __ Offerors shall acknowledge receipt of any amendments to this solicitation.
- __ Mark each sheet of data to be restricted with the following legend:
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

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Section B – Supplies and/or Services and Price

B.1 Description of Services - Concessionaire

The U.S. House of Representatives (House) is seeking to enter into one or more commission-based contracts for the day-to-day food service operations, vending operations, catering, meeting space operations and other services as may be incorporated into this contract(s) whereby the House will have no financial responsibility or liability. In exchange for the right to operate said operations, the House will receive a monthly commission from the Contractor paid on a percentage of gross receipts. Per section B.5, the Contractor(s) is to propose commission(s) to the House. The House may award one or more contracts for the food service groupings as shown in Section B.5, Commission Schedule. The Contractor may bid on one or more, or all of the requirements. Each food service group is listed as a Contract Line Item Number (CLIN) for bid.

B.2 Scope of Services

Included in this solicitation are the following food venues services:

- 1) Cafeteria, carryout, and branded concepts
- 2) Formal restaurant services
- 3) Convenience store operations
- 4) Catering and event support services
- 5) Vending services

In addition to the commission set forth in Section B, please complete the Price and Portion Schedule in Attachment J.1 – Price Guide.

B.3 Commissions

The House believes that the commission-based contract scenario is the most beneficial structure for both parties. The Contractor will retain operating profits less an agreed-upon commission payable to the House. The Contractor will be wholly responsible for 100 percent of any operating loss. The goal is for the House to receive the best possible service/value commensurate with the proposal that is incorporated into and made a part of the Contract, and related financial, operational, and service considerations.

B.4 Gross Receipts

Gross Receipts for each service area are defined as follows:

- (1) Cafeteria/Carryout/Branded Concepts/Convenience store operations – total sales.
- (2) Vending - total sales.
- (3) Catering - total sales for all events including room set-ups fees, audio visual fees, and service fees. Tips and gratuities paid directly to employees are excluded from the calculation of gross receipts.
- (4) Formal Restaurant – total sales for all meals and events. Gross receipts for catered events executed in the Members' Dining Room (MDR) will be considered to be catering sales and not formal restaurant sales. Tips and gratuities paid directly to employees are excluded from the calculation of gross receipts.

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B.5 Commission Schedule

The Contractor shall propose a commission schedule with the understanding that the House will be responsible for maintaining and servicing Government furnished food service equipment, fixtures and furniture (B.5.1). Sales collected during evening, weekend or holiday service that the House is in session will not be subject to the commission schedule.

B.5.1 Commission Schedule

Line Item	Unit/Location	Percent of Gross Receipts to be paid to the House if awarded all CLINS	Percent of Gross Receipts to be paid to the House if only awarded CLINS 1,2,or 3 or any combination thereof*
0001	Longworth Café The Creamery Longworth C-Store Rayburn Café Rayburn Deli Cannon C-Store Capitol Market Ford Café Ford Carryout Member's Dining Room	_____ %	_____ %
0002	Catering and event services	_____ %	_____ %
0003	Vending services	_____ %	_____ %
0004	Branded Concepts	_____ %	_____ %

*Please provide differing scenarios if your proposed commission percentage will change depending on award of all or per Line Item.

B.6 Price Adjustment

The contractor may propose price adjustments after the first two years of the base period of performance. The contractor shall propose a price adjustment in the form of a percentage increase or decrease in the schedule below (if 0% is proposed, it must still be denoted below). The price adjustment will be implemented at the start of the 3rd year of the base period and remain in effect through the end of the base period of performance.

B.6.1 Price Adjustment Schedule

Line Item	Unit/Location	Percent of Increase
0001	Food Operations and C-Stores	_____ %
0002	Catering and event services	_____ %
0003	Vending services	_____ %
0004	Branded Concepts	N/A

(End of Section B)

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 EXECUTIVE SUMMARY AND SOLICITATION OVERVIEW

The U.S. House of Representatives (House) is seeking the services of one or more experienced, innovative contractors to provide food, catering, event services, vending, and convenience store services to House Members, staff and visitors during flexible hours that most conveniently meet the food service needs of the House community. The Contractor must be a well-established, financially sound, experienced and adaptable food service provider capable of providing creative and innovative food services throughout the House Complex over the life of the contract.

The contract has three basic components – **manual food service operations, in-house catering and event services, and vending services**. The manual food service operations include 10 food service outlets located in the Capitol and the four House office buildings. The vending operation includes 93 pieces of equipment spread across the House office buildings, Capitol, and two off-site locations. Catering events are held in a number of multi-purpose rooms and in many non-traditional locations.

The intent of this Executive Summary is to convey to potential offerors what the House is seeking in its partnership with highly qualified, leading firms in the food service industry.

C.1.1 Food Service Clientele

The customers that typically use the House food service facilities include Members, Members' staffs, support staff, constituents, and visitors, including tourists, trade groups, issue advocates, and staff from office buildings nearby. In total, there are approximately 10,000 people working in the House portion of the Capitol complex. Clientele run the entire spectrum in terms of food preferences and income levels. Affordability is a critical factor in perceived customer value. Contractor staff must be highly motivated and thoroughly and frequently trained to ensure the highest quality of service possible. The common theme that must resonate throughout any proposal submitted for consideration is high quality food at reasonable prices served with outstanding customer service in all food service, catering, event services and vending areas.

It is also critical that the Contractor understands, accepts and accommodates the unique environment at the House. From the perspective of the Contractor, providing food services to the House community is unlike any other government food service operation. The operation is highly visible and includes areas of activity that are often important to Members, staffs and constituents.

C.1.2 Food Service Goals

The House wants its food service operations to be the favored dining choice for the House community. The Contractor shall ensure quality dining experience on a consistent basis, to include quality of food, cleanliness and sanitation, level and speed of service, and most importantly, offer value to the customer.

House expectations include:

- **Pricing sensitivity.** Prices must be competitive with other restaurants, cafeterias, snack bars, vending operations and catering operations that offer comparable food services in other government and corporate office buildings in the Washington, D.C. metropolitan area. The Contractor must provide a minimum of three-tier pricing (value, standard and premium), in all areas except vending, that will appeal to all patron segments of the House community.
- **Branded concepts.** The House desires to introduce nationally, regionally or locally recognized name-brand operations. The House requires a minimum of two branded concepts. The concepts must be complimentary and appealing to House patrons.
- **Technology applications.** The House requires the use of the latest technology applications in the food service operation. On-line ordering for pick-up, point-of-sale payment options, wireless enabled capability and a variety of communication tools are mandatory requirements.
- **Exceptional service.** The Contractor must provide consistently high quality food and service on a daily basis, as well as a variety of menus and concepts. Staff must be courteous, knowledgeable and professional, presenting a positive image at all times.

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- **Innovation.** The Contractor must be innovative in all areas of the food service operation, not only in the application of technology, but in communication methods, customer outreach and feedback, menu offerings, food products and presentation.
- **Value.** “Value” is the coordinated assembly of all factors into a positive dining experience.

C.1.3 Technology and Assessment Tools

In order to achieve and maintain a high level of customer service it is expected that the Contractor will utilize a variety of assessment tools to measure customer service and customer satisfaction. The use of technology applications to facilitate communication with House patrons is mandatory. Assessment tools are to include, but not be limited to, electronic (both active and passive) and/or paper comment cards, surveys, mystery shopper reports and corporate.

The Contractor is expected to conduct other assessment programs to gauge the level of performance, customer satisfaction, and customer preference. At a minimum, the Contractor is expected to conduct formal focus groups at least annually and provide the House with the results of the focus groups.

C.1.4 Members’ Dining Room

The Members’ Dining Room (MDR) has operated under the current business model for decades and traditionally, it loses money on a routine basis. Innovative options for improving the current model of the MDR is an example of the type of creative response the House is envisioning in proposals.

Ideas for consideration:

- Move to lighter, more casual fare;
- Focus on menu offerings and service practices that speed up service;
- Allow the catering contractor to utilize the space when the facility is not in use

C.1.5 Summary

The House wants its food service operations to be the preferred dining choice for the Members, staff and visitors. Members and House staff work long hours under some very stressful conditions and it is important that the food service operations be a supportive part of the work environment not just a necessary service. A quality food service operation can have a positive effect on morale, effectiveness and efficiency. Towards that end, the House is looking to engage not just a vendor but a partner who can work with the House to make the food service operation a contributing part of the daily work experience.

House expectations are high. Highly motivated food service vendors who can provide service and product offerings that meet the requirements of this solicitation in a creative, innovative way are encouraged to participate. We look forward to receiving and reading your proposals.

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C.2 STATEMENT OF WORK

C.2.1 Introduction

The U.S. House of Representatives (House) is seeking the services of one or more Contractors to provide food, catering, event services, vending, and convenience store services in the House office complex on a commission basis to House Members, staff and visitors during hours deemed necessary to meet the needs of the House as described herein. The use of the term "Contractor" throughout this document refers to all Contractors who receive an award as a result of this solicitation.

House facilities and equipment are provided in an "as-is" condition. Any subsequent changes to facilities and/or equipment by the Contractor require approval from the Contracting Officer.

House kitchens may only be used to produce food for service within House facilities. Use of House kitchens to produce food for other operations is subject to approval in writing by the Contracting Officer's Representative (COR). Exceptions to these restrictions are to be found C.2.9(g).

The House engaged the services of a consultant in August of 2013 to conduct a comprehensive foodservice needs assessment for the House. The major goals of the study were to understand the current satisfaction with existing dining options, understand where people eat off campus, and what employees would like to see in improved dining facilities. The information gathered in this study was used as a base for this RFP. The results of the study are included in Attachment J.18, Food Consultant Report.

One of the clear findings of the study was the need for the food service operation to be more innovative and progressive and to be more representative of what is occurring in other food service facilities. As part of the Contractor's proposal, the House is requiring that the Contractor propose a minimum of two nationally, regionally, or locally recognized name-brand operations that will provide service for both breakfast and lunch. The House is also encouraging the Contractor to propose additional innovative concepts and services that will make the House food service operations the preferred food service destination for the House community.

As part of each proposal, the Contractor shall submit a business plan and include proposed venue layout and designs for each branded concept. The Contractor shall be responsible for purchasing and installing equipment for the concept(s) and bear the financial responsibility for the equipment and any modifications to the facilities. Utilities and basic building infrastructure shall be provided by the House as stated in Section H.21 – House Furnished Services.

The House has embarked on an upgrade program for its food service operations over the last several years. The following upgrades and rehab projects have taken place or will take place in the next few years:

Project	Completion Date	Start date	Funding Status
Ford Serving Area	September 2013		
Rayburn Dining room upgrade (carpet/furniture)	January 2013		
Rayburn Banquet room rehab – part 1	July 2014		
Longworth Kitchen rehab (dish machine, pot washer/coolers)	September 2014		
Ford Dining room upgrade (carpet/furniture)		October 2014	Approved
Capitol Market Dining room upgrade (carpet/furniture)		October 2014	Approved
Ford C-Store rehab		December 2014	Approved
Rayburn Banquet room rehab – part 2		December 2015	Pending
Longworth serving line replacement		TBD	Pending
Capitol Market kitchen/serving line rehab upgrade		2016	Pending

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C.2.2 Food Service Requirements

The Contractor must be well established, financially sound, experienced, flexible and capable of providing creative and innovative food services at the House Complex. The Contractor must provide consistently high quality food and service on a daily basis, as well as a variety of menus, concepts, and pricing structures including three-tier pricing (value, standard and premium), in all areas except vending, that will appeal to all patron segments of the House community.

The food services and related services should be the primary dining choice for the House community. Prices must be competitive with other restaurants, cafeterias, snack bars, vending operations and catering operations that offer comparable food services in other government and corporate office buildings in the Washington, D.C. metropolitan area.

The Contractor shall ensure a quality dining experience on a consistent basis, to include quality of food, cleanliness and sanitation, level and speed of service, and value.

C.2.3 Customer Service Experience

The Contractor must provide outstanding customer service in all food service, catering, event services and vending areas. Contractor staff must be highly motivated and thoroughly trained to ensure the highest quality of service. As part of its proposal, the Contractor must specify the amount of time for orientation and ongoing in-service training for all new and incumbent personnel.

In order to achieve and maintain a high level of customer service it is expected that the Contractor will utilize a variety of assessment tools to measure customer service and customer satisfaction. Assessment tools are to include, but not be limited to, electronic (both active and passive) and/or paper comment cards, surveys, mystery shopper reports and corporate reviews in accordance with the Section C.9 - Deliverables. This requirement does not preclude the Contractor from conducting other assessment programs to gauge the level of performance, customer satisfaction, and customer preference. The number, type, methodology, frequency and content of all Contractor operational assessments must be submitted to the COR for approval prior to distribution or implementation. The results of all assessment activities are to be submitted to the COR within 30 days of the activity.

At a minimum, the Contractor is expected to conduct formal focus groups at least once annually. These groups are to be conducted by a professional facilitator and should include users of the different services of the Contractor. It is imperative that users from the different House complex buildings are included in these focus groups. Focus groups are to be coordinated with the COR.

C.2.4 Food Service History

Start	End	Contractor
	January 1987	Self-Operated
January 3, 1987	August 8, 1991	Service America
August 9, 1991	July 4, 1994	Self-Operated
July 5, 1994	December 18, 1997	Marriott
December 19, 1997	December 14, 2007	Guest Services Inc
September 1991	September 15, 2008	Skenteris Family – FORD ONLY
December 15, 2007		Restaurant Associates

C.2.5 Customer Base

The constituent groups that typically use the House food service operations include elected officials (Members), Members' staffs, support staff, constituents, and visitors (i.e. tourists, trade groups, issue advocates, staff from office buildings nearby, etc.). Primary support staff for Members' offices includes the following groups:

- Office of the Clerk (Clerk) – This office is responsible for record keeping and other legislative related House activities.
- Architect of the Capitol (AOC) – This group is responsible for the maintenance, operation, development, and preservation of the United States Capitol Complex.
- Chief Administrative Officer (CAO) – This group provides support services and business solutions to the House community.

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- U. S. Capitol Police (USCP) – This group provides for safety and security of the Congressional staff and visitors.
- Sergeant at Arms – This group oversees the House floor and galleries, the House Appointments Desk, the House garages and parking lots, as well as administering all staff identification badges.
- There are other smaller groups, including the Congressional Budget Office, Office of the Inspector General, Office of the Attending Physician, etc.

In total, there are approximately 10,000 people working in the House portion of the Capitol complex.

C.2.6 Food Service Outlets and Hours of Operation

The House follows the legislative calendar as published by the Office of the Clerk. The legislative calendars can be found at the following website: <https://www.congress.gov/days-in-session>. These calendars specify in-session and out-of-session hours as noted in the table below. With the exception of catering, the minimum hours of service are provided in the following chart. The Contractor may propose longer hours beyond these minimum hours.

Facility	In-Session Hours	Out-of-Session Hours
Cannon Cafe*	7:30am – 4:00pm	7:30am – 4:00pm
Ford Café	7:30am – 2:30pm	7:30am – 2:30pm
Ford Carryout	9:00am – 4:00pm	9:00am – 4:00pm
Longworth Café	7:30am – 2:30pm	7:30am – 2:30pm
The Creamery	7:30am – 5:00pm	7:30am – 4:00pm
Longworth C-Store	9:00am – 6:00pm	9:00am – 4:00pm
Rayburn Deli	11:00am – 6:00pm M - Thurs 11:00am - 5:00pm Friday	7:30am – 2:30pm
Rayburn Café	7:30 am – 2:30pm	Closed
Capitol Market	7:30am – 5:00pm M -Thurs 7:30am – 4:00pm Friday	7:30am – 3:30pm
Members Dining Room	8:00am – 2:30pm	Closed

*Due to renovations in the Cannon building, Cannon Café will be closing in December 2014. Beginning in January 2015, the Contractor will operate a convenience store (C-store) in the Cannon building in Room 138. It is expected that this facility will operate in this location for approximately four (4) years. See C.2.7.1 for details.

Current service hours for the different stations in each unit are found in Attachment J.3, listed in Section J..

C.2.6.1 Exceptions to Standard Days and Hours of Operation

- The House food service facilities may operate under reduced operating hours beyond those in Section C.2.6 when the House is not in session, when approved by the Contracting Officer's Representative (COR).
- The House food service may operate under reduced operating hours beyond those in Section C.2.6 during weather related or other emergencies when approved by the COR. Note: directives relating to the opening and closing of federal facilities as issued by the U.S. Office of Personnel Management (OPM) do **NOT** apply to House operations.
- The facilities are generally closed evenings, Saturdays, Sundays and on all Federal holidays unless otherwise directed by the COR due to the requirements of the House. The Contractor must operate facilities as directed by the COR on any evening, weekend or holiday that the House is in session. Sales collected during evening, weekend or holiday service that the House is in session will not be subject to the commission schedule submitted in Section B.
- The Capitol Market must be open until 6:30 p.m. when there are late votes, and must be open later as directed by the COR for State of the Union, Joint Sessions of Congress.
- Permanent changes to "In-Session" operating hours must be approved in writing by the Contracting Officer.

C.2.6.2 Sales History

Sales history for all operations can be found in Attachment J.2, Sales History, listed in Section J.

Weekend and evening service history for the MDR can be found in Attachment J.4. Weekend service history for the other food service operations can be found in the sales reports provided in Attachment J.2, Sales History.

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C.2.6.3 Current Service Points

This chart provides a general overview of the types of foods the Contractor currently offers in each location. This chart is for informational purposes only and is neither all inclusive nor mandatory. The House is looking for the Contractor to propose a variety of food options that best serves the House community. Duplication of options in facilities is not required. The House is looking for options that best suit the needs of the customer base that each facility serves.

Facility	Operation Type	Breakfast	Lunch	Both
Ford Café	Cafeteria	Hot food buffet, grill, breakfast sandwiches, baked goods, hot/cold cereal, fruit and yogurt bar	Hot food, grill, deli, pizza, soup, salad bar, ice cream, prepackaged sandwiches/salads, desserts	Hot/Cold beverages, prepackaged snacks, whole fresh fruit, cut fruit,
Ford Carryout	Carryout	Baked goods	Prepackaged sandwiches and salads, desserts	Cold beverages, prepackaged snacks, whole fresh fruit, ice cream, prepackaged sandwiches/salads, Bulk snacks, bulk candy
Longworth Café	Cafeteria	Hot food buffet, grill, breakfast sandwiches, baked goods, hot/cold cereal, fruit and yogurt bar	Hot food, BBQ, grill, deli, wraps, pizza, salads made to order, soup, salad bar, ice cream, prepackaged sandwiches/salads, desserts	Hot/Cold beverages, prepackaged snacks, whole fresh fruit, cut fruit,
The Creamery	Coffee Shop			Hot/Cold beverages, prepackaged snacks, whole fresh fruit, ice cream, baked goods
Longworth C-Store	Convenience Store			Cold beverages, prepackaged snacks, whole fresh fruit, ice cream, prepackaged sandwiches/salads, Bulk snacks, bulk candy
Rayburn Deli	Sandwich Shop	Closed	Deli, wraps, panini's, soup, ice cream, prepackaged sandwiches/salads, desserts, popcorn	Hot/cold beverages, prepackaged snacks, whole fresh fruit, ice cream, prepackaged sandwiches/salads
Rayburn Café	Cafeteria		Hot food, display cooking, grill, pizza, , soup, salad bar, ice cream, prepackaged sandwiches/salads, desserts	Hot/Cold beverages, prepackaged snacks, whole fresh fruit, cut fruit,
Capitol Market	Cafeteria	Hot food buffet, grill, breakfast sandwiches, baked goods, hot/cold cereal, yogurt	Hot food, deli, grill, wraps, soup, salad bar, ice cream, prepackaged sandwiches/salads, desserts	Hot/Cold beverages, prepackaged snacks, whole fresh fruit, cut fruit,
Members Dining Room	Restaurant and Buffet	A la carte breakfast menu	A la carte lunch menu Buffet menu - see Attachment J.6	
Cannon Café	Cafeteria	Grill, breakfast sandwiches, baked goods, hot/cold cereal, yogurt	Deli, grill, wraps, soup, salad bar, ice cream, prepackaged sandwiches/salads, desserts	Hot/Cold beverages, prepackaged snacks, whole fresh fruit, cut fruit,

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C.2.7 Food Services

C.2.7.1 Cannon Operation

The Contractor will operate a new convenience store (C-store) in the Cannon building, room 138. This store is temporarily replacing a full service snack bar during the renovation of the Cannon Building. To offset the perception from customers in Cannon that this relocation represents a reduction in service and offerings, it is important that the Contractor provide service and products that are not only exceptional, innovative and the highest in quality and value but are also unique to Cannon. The Contractor should look to fresh food offerings beyond simple premade sandwiches, salads and prepackaged food items. The option for Cannon customers to order food online from other facilities delivered to Cannon for pickup should be considered. In general, the House is looking for a creative approach to this operation that will ensure that Cannon customers food service needs are met despite the disruption and inconvenience caused by the temporary relocation of services.

In addition, the reopening of the Cannon facility will coincide with the first option renewal of this contract. While the final decision has not been made with respect to the type of facility or the extent of service and offering capabilities, it is important that prospective contractors do not limit their vision to only the existing C-Store concept but instead keep an open mind for other options which might be considered for the new Cannon facility.

C.2.7.2 Food and Beverage Carts

The Contractor is encouraged to propose the use of attractive and National Sanitation Foundation (NSF) approved carts in House-provided locations for strategic, promotional, or special use. This type of cart operation will be considered on a case-by-case basis after award of the Contract. Further, the House may require food and beverage carts on a temporary basis in the event of facility closures or service disruptions to normal operations.

C.2.7.3 Branded Concepts

The Contractor is required to propose at a minimum two national, regional, or locally branded franchises. The concept should include menus that focus on both breakfast and lunch service periods. For purposes of this Contract, a national, regional or locally branded concept is defined as one in which the parent company or organization has at least 10 public operations with at least three in the Capitol region (within 50 miles of Washington, D.C.). Each operation must bear the same name, serve the same menu and use the same products as dictated by the parent organization directly or through franchises or equivalent business structure and is located in facilities other than institutional cafeterias.

The Contractor is required to provide details of experience in opening and operating nationally branded franchises and submit a letter of intent or similar documentation with the proposed national brand. Included should be a time line, detailed diagram/layout and cost estimate for implementing a national branded franchise.

C.2.7.4 Technology

The House community is a highly mobile and technologically savvy group. They frequently seek and use technology of all sorts to assist and enhance their daily activities. The House is requiring that Contractors provide details of how they will use technology to support and improve the food service operations and how technology will be used to enhance the customer's experience. Contractors are to address how technology will be used to improve the customer experience through the use of such things as on-line food ordering and delivery systems, standalone ordering kiosks, expedited payment systems, on-line nutritional information and delivery of information regarding food service activities.

C.2.8 Members' Dining Room

The Members' Dining Room (MDR) is located in the Capitol and its primary purpose is to provide meal services to Members and other guests of the House. The MDR has operated under the current business model for decades and has not been financially successful. The Contractor is encouraged to propose creative options for improving the current model of the MDR, including changes to the menus and style of service.

Currently, the MDR main dining room provides formal restaurant table service whenever the House is in session (including, on rare occasions, evenings, Saturdays, Sundays, or Federal holidays). The MDR is not required to provide service on any days when the House is not in session or is in a pro forma session (a brief meeting of the House).

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C.2.8.1 Hours of Operation

Under current operations, the MDR buffet room is a dining option for the use of current Members only. The buffet is open from 11:30 a.m. to 2:30 p.m. on any weekday that the House has votes scheduled before 2:30 p.m. and at other times as directed by the COR. The buffet room currently offers two menu options. The first option provides a Member with unlimited access to a hot buffet line, soup, salad bar and beverages. The second menu option provides Members with unlimited access to soup, salad bar and beverages.

In addition to these hours, the main dining room of the MDR is open whenever votes are scheduled after 8:00 p.m. and whenever votes are scheduled on weekends and holidays.

In recognition of changing legislative schedules, customer tastes and the historical financial results, the House is requesting contractors to submit at least two proposals for MDR service. Both proposals are to be based on the revised service schedule that follows. In addition there would be no requirement for service when late votes are scheduled on nights or on weekends or holidays. The only requirement would be for evening service in the main dining room whenever a Joint Session of Congress is scheduled or on the evening of the annual State of the Union address delivered by the President.

Under this new schedule the use of the MDR for catered events would be available for evening events except when a Joint Session of Congress or State of the Union event is scheduled. Catered events must utilize the existing furniture and room layout.

Main Dining Room

First day of legislative week	Lunch
Middle day(s) of legislative week	Breakfast and lunch
Last day of legislative week	Breakfast

Buffet Room

Votes scheduled between 11 am and 2:30 pm	Lunch
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The House is requesting that contractors submit two proposals based on this schedule.

Proposal #1

- Main Dining Room – buffet service with beverages served by staff
- Buffet Room offerings similar to the current

Proposal #2

- Main Dining Room – a la carte service
- Buffet Room offerings similar to the current

Contractors should not be constrained by the current menu offerings. The House is looking for menus that the MDR customers will find appealing and can be produced quickly.

General policies and procedures for the Members' Dining Room are to be found in Attachment J.9.

C.2.8.2 MDR Operations

The following constitutes the minimum operating standards for MDR operations:

- (a) Confidentiality. Contractor management and staff must be cognizant at all times of the customer base being served in the MDR and must maintain the highest degree of confidentiality as to the individuals, activities and conversations that take place in the MDR.
- (b) Customer Complaints. The Contractor shall immediately notify the COR by phone or email of any customer complaints and shall take immediate steps to resolve customer complaints.
- (c) Menus. Current breakfast, lunch and dinner menus are shown in the menus in Attachment J.6. These are provided for informational purposes only. The Contractor is encouraged to propose creative and innovative menus and styles of service. A la carte menus are to include a number of items that can be prepared and served within 12 minutes of the customer placing their order.

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- (d) A la carte breakfast and lunch menus will be updated on a quarterly basis. Weekly specials and buffet menus are to be submitted two weeks in advance of implementation. The Contractor is encouraged to meet a 25% target of breakfast and lunch items that meet USDA and/or American Heart Association recommended healthful/nutritious guidelines. All menus are subject to review by the COR. The Contractor will conduct tasting sessions with House personnel at the direction of the COR prior to the implementation of any menu changes.
- (e) The menu for the MDR buffet room is shown in the menus in Attachment J.6. These are provided for informational purposes only. The Contractor is encouraged to propose creative and innovative menus and styles of service. All menus are to be submitted to the COR for review two weeks in advance of service.
- (f) The COR is to be immediately notified by email of any changes to previously submitted menus.
- (g) Alcoholic Beverages. The Contractor must provide beer and wine service. Hard liquor service is not required nor is it encouraged.
- (h) Reservations. Reservations are to be accepted via telephone (202-225-6300) and through the 'HouseNet' web portal. During normal business hours when the House is in session, the MDR staff will accept phone reservations, and monitor the on-line reservation system and voice mail system. An MDR representative will confirm the reservations when received by either phone or email if time allows. During out of session periods, the Contractor is to check the voicemail and reservation system at least twice a day and respond to any requests received. It is the responsibility of the Contractor to regularly update the voice mail and on-line reservation system with appropriate messages.
- (i) Guestbridge (Open Table) Reservation System. The House currently owns and maintains licenses for the Open Table/Guestbridge reservation system.

The House will provide access to the system during the first year of the contract. During the first year of the contract, the Contractor will be responsible for the daily operation of the House-owned Guestbridge (Open Table) reservation system. It is expected that the Contractor will have a basic understanding of the operation of the Open Table/Guestbridge reservation system. The House will be responsible for maintaining the software and hardware components of the reservation system. The Contractor is responsible for any training costs for their management and staff associated with the reservation system. The Contractor may, at its own expense, use another reservation system subject to approval by the COR.

Beginning with the second year of the contract, the Contractor must provide and maintain its own reservation system for the MDR. The system is subject to approval by the COR.

- (j) Service Standards. It is important to the House that service in the MDR and buffet room is of the highest quality and is expeditious. The following service standards must be met:
 - 1) Customers greeted at the host stand within 2 minutes of arrival.
 - 2) Customers seated within 5 minutes of greeting subject to table availability
 - 3) Customers to be addressed by wait staff within 5 minutes of being seated.
 - 4) Total time for food to be prepared and served is not to exceed 20 minutes.
 - 5) Guest checks are to be presented as soon as the last guest in each party has been served coffee or completed their meal.
 - 6) Staff is to collect and process payment as quickly as possible.
 - 7) Staff shall bus tables promptly to provide an attractive and clean facility after each party departs.
 - 8) In the buffet room the display and serving areas shall be clean, sanitary, orderly and attractive at all times. Staff shall promptly remove any spillage or soil spots from counters, steam table pans and generally service the service, seating areas and floors. Staff shall frequently replenish or regroup buffet items.
 - 9) Staff must wear attire equivalent to a fine restaurant. Changes in attire must be pre-approved by the COR.

C.2.9 Catering Services

- (a) The Contractor must service the needs of a varied constituency of catering guests and must be highly flexible in terms of menu, type of service, and pricing. Because of the diverse needs of the House community, the Contractor must be able to meet the needs of a large constituency of users from the most simple and inexpensive to formal and elaborate. The Contractor must be able to handle multiple room set ups and provide onsite AV support. Contractor must have the ability to successfully execute events with less than four (4) hours' notice. The Contractor is expected to be able to

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provide coffee and beverage service on one hour's notice. The Contractor must provide a wide variety of menus that range from simple, low budget meetings to formal high budget/high profile functions, basic meals to elaborate receptions, specific ethnic catering such as strictly Kosher, Indian or other cuisine, and small and large groups.

- (b) The Contractor shall perform room set-ups as deemed necessary to support catering services and other events. The Contractor is required to have staff that will set-up, reconfigure, break down and reset 50-75 rooms per day when Congress is in session including committee rooms (See section C.2.9.1). All rooms are required to be reset to original configuration at the end of each day or event as directed by the room owner or the COR
- (c) The Contractor is not expected to provide individual water set-up, or ice for committee rooms, public hearings or similar types of events under this contract.
- (d) The Contractor may be required by the COR to receive food and beverages for events from outside sources with a signed waiver of liability. The Contractor has the right to refuse to allow customers to bring food into events from outside sources without prior agreement. If there is a dispute, the COR will make a final determination. Additionally, the Contractor will be expected to provide set-up and service for other donated food and/or beverages upon request from clients consistent with the fee schedule set forth in this contract.
- (e) The Contractor will not be required to prepare or serve food or product provided by customers that has not been previously contracted with the Contractor.
- (f) Catering menus, terms, conditions, etc. shall be posted on the Contractor's web site which is to be available to House staff and the public. The Contractor is to provide the House links to their web site for inclusion on the House Intranet. It is expected that the Contractor's web site will be updated on a regular basis to reflect seasonal menu changes and changes in operating guidelines.
- (g) The Contractor may provide catering services to Library of Congress, Supreme Court, Senate, and Capitol Visitor Center if so requested as long as service to House operations is not adversely impacted. Catering services to other entities and locations are subject to approval by the Contracting Officer. In all cases, sales from these non-House located services are to be shown on a separate line on the P+L and included in the calculation of commission.

C.2.9.1 Room Options

The House has established four categories of rooms (Group A, Group B, Group C and Capitol). Each set of rooms operates under different rules and fees.

(a) Group A Rooms

Only the Catering Contractor can provide catering services in Group A rooms. These rooms cannot be used by outside caterers or other House food service Contractors for catered events. It is the responsibility of the Catering Contractor to return the cafeteria dining rooms to the food service Contractor in the condition in which it was received. Group A rooms are:

- 1) Rayburn B-338 - banquet room
- 2) Rayburn B-339 - banquet room
- 3) Rayburn B-340 - banquet room
- 4) Rayburn B-354 - banquet room
- 5) Rayburn B-369 - banquet room
- 6) Rayburn Cafeteria and dining areas
- 7) Longworth Food Court and dining areas
- 8) Members' Dining Room
- 9) Members' Dining Room Buffet Room and Alcove
- 10) Ford Dining Room

(b) Group B Rooms

The Contractor is recognized as the preferred caterer in Group B rooms. Other caterers may use these facilities with approval of the House and with the payment of a fee to the Contractor as set forth in the proposed Price Guide, Attachment J.1. Group B rooms include:

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- 1) Rayburn 2103
- 2) Rayburn 2168
- 3) Rayburn Foyer
- 4) Rayburn Courtyard
- 5) Cannon 121
- 6) Cannon 122

The Contractor is responsible for the set-up and breakdown of Group B rooms (referred to as set-up) for all catered events in these rooms. The Contractor may charge a late setup fee for events contracted with outside groups with less than 24 hours' notice. This fee must be fully disclosed within all general and contract specific documents.

For non-food events in Group B rooms, there is no fee, nor does the House have to provide approval. The House will be responsible for room set ups for non-food events in these rooms. The House will be responsible for set-up of all analog A/V equipment.

For Group B rooms, if the Contractor is unable to provide specialized catering that meets the religious, dietary, theme, and/or ethnic needs of an event for food preparation and service, the Contractor may subcontract the event and assess a room setup fee equal to no more than 50% of the fee as set forth in Attachment J.1, Price Guide, for handling the event.

(c) Group C Rooms

Group C rooms can be used by both the Contractor and outside caterers when reserved according to House procedures.

The Contractor will be responsible for the furniture set-up and breakdown of Group C rooms (referred to as set-up) for all catered events in these rooms. The Contractor may charge an additional fee for room set-up and audio visual support requested for events contracted with outside groups with less than 24 hours' notice. The House will be responsible for room setup and breakdown at events where food is brought in from an outside source by House staff.

The House will provide set-up service without a fee when no contracted catering/foodservice is provided or when an event meets **ALL** of the following criteria:

- 1) Only House Members/staff are in attendance.
- 2) There are less than 125 people in attendance unless when scheduled and sponsored by a House entity that has scheduling control for room/event.
- 3) Event is not hosted by an external organization.
- 4) There is no formal contract with an outside caterer, restaurant or other food service operator.

Group C Rooms are:

- 1) Cannon Caucus room
- 2) House Visitor Center event rooms in the CVC
- 3) All Committee rooms in House office buildings
- 4) Longworth 1539
- 5) Other event rooms as assigned by the House

(d) Capitol Rooms

Capitol rooms can be used by both the Contractor and outside caterers when reserved according to House procedures. The House will be responsible for room set-ups and audio visual support for all catered events in the Capitol.

The Capitol Rooms include:

- 1) All House controlled conference and meeting rooms in the Capitol
- 2) The Speaker's Room H-122
- 3) Other event rooms as assigned by the House.

- (e) All other room setups as directed by the COR will be subject to the fee set forth in the Schedule proposed by the Contractor. The fee will be deducted from the monthly commission statement. Deductions are to be shown as separate line items on the monthly commission statement.

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(f) Congressional Transition

All Group A Rooms may be used by the House during the Congressional Transition period and may not be available for use by the Contractor. No fees will be assessed to the House for the use of these rooms and any Group A room set-ups needed by the House during the Congressional Transition period will be handled by the House. Trash removal and other activities needed to maintain the room in first class condition will be provided by the House.

Catering services may be required in these rooms by the Congressional Transition organizers. Standard menus and prices apply to all requests.

C.2.9.2 Catering Equipment

The Contractor will be responsible for providing and maintaining all catering equipment, either owned or rented by the Contractor. The House will provide banquet tables, chairs, convention draping, portable partitions, portable hand sinks, coat racks and trash receptacles. A current inventory of House-owned equipment is provided in Attachment J.15. Requirements for this equipment beyond that made available by the House will be the responsibility of the Contractor to provide.

In no case will an outside caterer use a House kitchen or Contractor's catering equipment or wares without expressed written permission from the Contractor and the CO. The Contractor may charge a reasonable fee to an outside caterer for use of Contractor's catering equipment and a House kitchen.

C.2.9.3 Audio Visual Equipment

The Contractor will be responsible for the day-to-day setup and operation of the digital audio visual equipment provided by the House in Rayburn rooms B338, B339 and B340. It is required that the Contractor employ qualified personnel familiar with the equipment and programs identified in Attachment J.8 to operate the equipment. These individuals are to be on-site whenever a/v services are requested. The House will be responsible for the repair and maintenance of this audio visual equipment unless it is due to Contractor negligence. In the event of Contractor negligence, the cost to repair or replace damaged or lost equipment will be the sole responsibility of the Contractor. The House will be responsible for the lifecycle replacement of major components of the audio visual system. Fees for all audio visual services will be subject to the fees set forth in the Price Guide, Attachment J.1. A tentative listing of the equipment provided by the House for use in these rooms is to be found in Attachment J.8. If a client requests additional equipment or equipment that the House does not own, the Contractor is responsible for providing said equipment.

The House will be responsible for the setup and maintenance of the analog audio visual systems in Rayburn Rooms B369, B354, 2168, Cannon 345 and other rooms and areas where events may be held. The Contractor is to coordinate event activities with the House to ensure proper audio visual support for events. It is anticipated that the audio visual equipment in these rooms will be upgraded to digital equipment during the life of this contract. As the equipment is upgraded to a digital format the Contractor will become responsible for day-to-day setup and operation.

The Contractor will be responsible for supplying items such as easels, easel pads, writing instruments, pointers (laser and manual) etc. as requested by customers. The Contractor shall propose fees to be charged for these items in Attachment J.1, Price Guide.

C.2.10 Alcoholic Beverage Service

- (a) The Contractor must provide alcoholic beverage service to all events where this type of service is requested by the host/user.
- (b) The Contractor is responsible for all licensing that may be required for alcohol service.
- (c) The contractor is responsible for all costs associated with specific alcohol service training, (see section C.6.4(a), etc.
- (d) The Contractor is responsible for ensuring that no underage individuals are served alcoholic beverages whether the Contractor is providing and serving the alcoholic beverages or the customer is providing and serving alcoholic beverages.
- (e) A standard operating procedure for ensuring underage individuals are not served must be in place at the start of the

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contract. This procedure must cover events where the Contractor is serving alcoholic beverages or a catering customer is serving alcoholic beverages.

C.2.11 Vending

- (a) Vending services are to be provided in locations as outlined in Attachment J.14 Current Vending Machine Types and Locations. This list includes locations in the House office buildings, the House portion of the Capitol, the Capitol Power Plant and an off-site location in Capitol Heights, MD.
- (b) The Contractor must provide a variety of products to be determined in collaboration with the House and must service all vending machines as required to ensure a varied and complete selection of products. In addition to traditional offerings, the Contractor is to provide healthy alternatives in the vending machine product mix. The Contractor is encouraged to meet a 20% target of vending slots being allocated to healthy type items.
- (c) Contractor is to make available information on healthy options that they offer including brand names, product age, nutritional information and criteria for designation as a healthy option. Nutritional information for all items is to be posted on the Contractor's web site. Links to menus and promotional material shall be provided to the COR by the Contractor for posting on the House Intranet.
- (d) The Contractor must provide vending machines, change making machines, microwaves and support equipment that meet the needs of the House. Types of machines and locations will be mutually agreed upon at the start of the contract and subject to review and adjustment. The House reserves the right to alter the number of machines and locations. The Contractor shall be responsible for the relocation or removal of machines as needed at Contractor's sole cost and expense.
- (e) Each vending machine must have up-to-date contact information where customers can report problems and obtain refunds for lost money. Refunds are to be available at locations as mutually agreed upon. Contractor must provide a refund policy and procedure for review and approval by the House.
- (f) All vending machines are to be new at the start of the contract and must be equipped at the Contractor's expense with the following:
 - 1) Credit/debit card readers and/or Contractor operated cashless system readers or devices that facilitate payment with smartphone applications;
 - 2) Manufacturer installed guaranteed delivery system such as SureVend or Golden Eye;
 - 3) Bill acceptors capable of accepting and returning change for \$1, \$5, \$10 bills and \$1 coins; and
 - 4) Non-resettable sales counters.
- (g) All refrigerated can and bottle beverage machines are to be Tier II Energy star certified.
- (h) The Contractor is to install glass front beverage machines in the locations noted below. The Contractor may install additional glass front machines at their discretion.
 - 1) Longworth vending bank – 2 units
 - 2) Rayburn cafeteria vending bank – 1 unit
 - 3) Rayburn subway bank – 1 unit
 - 4) Cannon bank – 1 unit
 - 5) Ford vending area – 1 unit
 - 6) Capitol Market vending area – 1 unit
 - 7) Rayburn work shop bank – 1 unit
- (i) All vending machines and change making machines are to be fully functional, operational and aesthetically pleasing throughout contract performance. The Contractor shall ensure that machines are in good operating condition at all times, which includes maintenance, servicing, temperature monitoring (as needed) and the replenishment of items dispensed by the machines. The ability to have real time on-line connectivity so as to address machine malfunctions and product outages for all or select high-volume machines/banks should be considered since there are personnel in and around the Capitol complex 24 hours-a-day throughout the year.
- (j) All machines are to be inspected with sufficient frequency to ensure contract compliance. The interior of each machine as well as the top, back and around the base of each machine shall be maintained in a clean and orderly manner by Contractor at all times.

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- (k) All machines are to be moved at least twice a year and the area behind the machines cleaned by the Contractor. The COR may direct the Contractor to move and clean behind the machines more frequently if these areas become heavily soiled.
- (l) Machines in banks are to be bolted together to eliminate the possibility of customers shaking machines. All change machines are to be bolted to adjacent machines to reduce the possibility of theft.
- (m) The Contractor is to provide a machine replacement schedule based on sales volume for all machine types. In addition, the Contractor is to provide an annual schedule outlining product replenishment and funds collection frequency for all machines. All machines must have funds collected from them at least once a month.
- (n) The Contractor shall resolve machine breakdowns and problems within 24 hours of notification. The COR is to be notified when any machine cannot be repaired within 24 hours. Notification is to be via e-mail and is to include identification and location of the machine, the nature of the repair, reason for delay and expected date of repair. Machines that cannot be repaired within five (5) working days of notification shall be replaced immediately.
- (o) The House is not responsible for loss or damage to vending machines or their contents resulting from any cause while on House premises whether such loss or damage should be caused for any reason.

C.2.12 Cashless Systems

All major credit and debit cards must be accepted at all House food service facilities, in vending machines and by the catering Contractor. The Contractor is required to provide for food service and vending an up-to-date proprietary debit card system, affinity card program and/or smartphone applications. All systems and hardware used in these transactions must be fully PCI compliant as outlined in section C.7 (b).

C.3 Renovations, Remodeling, and Capital Investments

- (a) The House will provide all foodservice facilities in an “as-is” condition including all furniture, fixtures and equipment (“FF&E”) at the commencement of this Contract. The Contractor agrees to accept these facilities in the “as-is” condition for performance of this Contract. Any subsequent Contractor initiated changes to facilities and/or equipment will require approval from the Contracting Officer. The Contractor will return all Government Furnished Equipment (GFE) to the House in the same condition as received with consideration given for normal wear and tear.
- (b) Upon occasion, facilities may require renovations to maintain and upgrade the facilities. Renovations may require room closure, in some cases, for extended periods of time. The Contractor will be given as much advance notice of any facility closing as soon as possible. In no case, however, will the House reimburse the Contractor for costs, lost revenue or for profits not earned because of the non-availability of any room or facility. Lost profit, in no case, is a reimbursable expense.
- (c) The Longworth cafeteria serving lines, soup/salad bar, beverage and cashier station, will be renovated by the House for use by the Contractor. The Contractor will be given the opportunity to provide input and recommendations on the planned renovations.
- (d) The Contractor will be required to provide the investment for all smallwares, computer equipment, point of sale equipment, signage and marketing materials, start-up and pre-opening costs and expenses, consumable inventories and any renovation/remodeling that is recommended by the Contractor and approved by the House.

C.3.1 Capital Investment

- (a) The Contractor may propose making a capital investment in physical, permanent improvements in one or more of the facilities. Any capital investment is subject to buy-back, in accordance with Section C.3.1(e). All such physical changes, improvements and FF&E, when completed are considered the property of the Contractor and are to be maintained by the Contractor in good working order during the contract period of performance. All such items become property of the House when the contract terminates.

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- (b) Capital investments by the Contractor must be approved in advance by the CO and amortized on a straight-line, non-interest bearing basis over a period not to exceed four years and in accordance with General Accepted Accounting Principles (GAAP). A shorter or longer amortization period may be proposed by the Contractor and will be considered by the House. All accounting practices must follow GAAP.
- (c) In the event of Contract termination by the House for other than default, the House or successor Contractor will reimburse the Contractor for the unamortized capital cost for the capital investment. Upon receipt of reimbursement, the Contractor shall convey clear title to the capitalized equipment to the House or successor Contractor.
- (d) If the House terminates the Contract for default, the House or the successor Contractor shall have the option to provide a reimbursement or "buy-back" of any capitalized equipment. The House or successor Contractor shall have no obligation to provide reimbursement or "buy-back" of the capitalized equipment. Procedures for "buy-back" or removal of Contractor owned equipment should be outlined in Contractor's proposed Phase-Out Plan as requested in Section H.24, Phase-In and Phase-Out Plans. The Contractor shall be responsible for cost of all such removals, and all Architect of the Capitol specified facility restoration costs.
- (e) The reimbursement or "buy-back" of unamortized capital equipment would not include any FF&E that is proprietary to the Contractor, such as trade dress, logo, signage, branded concepts proprietary equipment etc., and is Contractor or concept specific and not transferable to another Contractor. These items must be clearly identified in the Contractor's proposal. All proprietary materials affixed to walls, soffits, ceilings, serving lines etc. are to be removed by the Contractor(s) at the end of the Contract. The Contractor shall be responsible for cost of all such removals, and all Architect of the Capitol specified facility restoration costs.
- (f) The House reserves the right at any time during the term of the contract to pay-off the unamortized portion of the Contractor's capital equipment, if any, with no interest or penalties. Interest-free capital investments will not incur retroactive interest or carrying costs in the event that the contract is terminated prior to the agreed upon expiration date.

C.3.2 Contractor Owned Equipment

- (a) The Contractor will provide, own and maintain, at Contractor cost and expense, all Contractor owned equipment including, but not necessarily limited to, smallwares, point-of-sale equipment, computers and computer related hardware and software, office furniture/furnishings, carts and fax machines. The House will have the right of review and approval of any Contractor owned equipment used or stored in House facilities or in view of visitors/customers. All equipment used in food storage, preparation and service must be NSF approved and meet the appropriate specifications found in the most recent FDA Food Code.
- (b) The House will have the right to review and approve any computer equipment, computer peripherals, point of sale equipment, wireless devices and other technology related equipment and devices (see Section H.10, Information Security).
- (c) The Contractor will retain ownership of all support equipment.

C.3.3 Contractor Responsibilities and Costs

The Contractor will be responsible for the cost of the following items:

- (a) Contractor planning, pre-opening and start-up costs and expenses including any corporate overhead, staff or related charges;
- (b) Consumable food, beverage (alcoholic and non-alcoholic), sundries/convenience shop and supply inventories;
- (c) Operating funds and petty cash funds; and
- (d) Contractor owned equipment.

C.3.4 Equipment Ownership and Responsibilities

The Contractor must comply with equipment ownership and responsibilities as provided in the chart in Attachment J.11, Operating Responsibility Matrix.

C.3.5 Construction and Project Management

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The House will have the final approval of design, construction, Contractor and project management personnel. The Architect of the Capitol is the legislative agency responsible for all aspects of facility maintenance and construction. The issuance of permits and construction inspections will be conducted by the Architect of the Capitol. All construction Contractors are required carry insurance as required by the Architect of the Capitol.

C.4 Food Options

C.4.1 Menus

- (a) The Contractor shall be responsible for providing a variety of quality and nutritionally prepared foods at reasonable prices. All pricing (food service outlets and vending machines) proposed will be based on 2014 dollars with the assumption that pricing will not increase more than the submitted proposal by the actual service start date nor will price increases occur until two years following the contract start date with the exception of pricing of items sold in nationally, regionally or locally branded concepts. Pricing in branded concepts may follow the direction provided by the parent organization or franchisor with proper documentation from the parent organization or franchisor presented to the COR. Price increases in nationally or regionally branded concepts require that the CO be notified at least two weeks prior to implementation.
- (b) The Contractor shall exercise a considerable amount of creativity with respect to menu planning as a result of the diverse complement of main kitchen and service point production equipment provided and corresponding production and service flexibility.
- (c) All menu submissions shall be sent electronically to the COR and/or designee a minimum of two weeks in advance. All menus shall be developed in accordance with the criteria indicated below:
 - 1) The menu for each food service outlet shall be composed of two components. The first component will include the core menu of items that are available every day. The second component will be a unique menu that is updated weekly. The unique menu shall include all daily specials and combination offerings. Food offerings shall fluctuate with the changing seasons to focus on products that are currently in season. Menus in branded concepts outlets shall follow the direction of the parent company or franchisor.
 - 2) Nutritional information and identification of gluten free, organic and products containing nuts is required for all menu items. This information is to be available at all points of service as well as on the Contractor's web site. The House encourages the use of all relevant smart phone and internet based applications that will permit instantaneous connectivity to important nutritional information by scannable bar codes or QR codes.
 - 3) Links to menus and promotional material located on the Contractor's web site shall be provided to the COR by the Contractor for posting on the House Intranet.
 - 4) In order to avoid "check-shock" at the cashier station, the House requires that all food items have prominently displayed prices at or as close to the point of service as possible. All prices and portions must be available for inspection on-line and at each cashier station. The Contractor must offer its daily entrees at no less than a three-tier preset price point (See C.2.2). This request does not preclude the Contractor from offering other periodic daily specials at lower or higher prices.
 - 5) The Contractor shall make readily available to patrons at each self-service or assisted-service station complete and accurate recipes for each item served. Such recipes must designate via readily identifiable symbols all menu ingredients that may cause allergic reactions or would violate religious dietary principles. The Contractor shall maintain and document a regular in-service training process to reinforce these procedures.
 - 6) The core menus will be updated on a quarterly basis. Weekly specials are to be submitted two weeks in advance of implementation. The Contractor is encouraged to meet a 25% target of breakfast and lunch items that meet USDA and/or American Heart Association recommended healthful/nutritious guidelines. The Contractor will conduct tasting sessions with House personnel at the direction of the COR prior to the implementation of any menu changes.

C.4.2 Menu Prices

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The Contractor must provide an electronic Price and Portion guide, as shown in Attachment J.1, Price Guide, listing prices and specific portion sizes for all individual items for the four-year base period. The Contractor may propose price adjustments after the first two years of the base period of performance and propose a price adjustment percentage in Schedule B.6.1 (if zero percent is proposed, denote it in the schedule as well) to be effective August 2017 to the end of the base period, August 2019. The percentage price increase may not be exceeded on any individual item.

All menu prices shall be comparable with menu prices at other comparable Washington D.C. area cafés, office buildings, and catering/banquet facilities for similar services, items and portions. As stated in C.4.1(c)4) prices must be prominently displayed (or on menus if table service is provided). Prices of core items must be posted on the Contractor's web site. Prices for daily and weekly specials are to be posted on the Contractor's web site as well. All prices must be the same for all identical items, whether sold in vending machines or in a facility if both operations are managed by the same Contractor.

C.4.3 Price Adjustments – Option Periods

- (a) Price adjustments will be considered biannually after completing the base period pursuant to the formula below and pursuant to Section F.2, Option to Extend the Term of the Contract.
- (b) The following material shall be submitted to the Contracting Officer for consideration with the request for any price increase/decrease at least 60 days prior to the exercise of the option period:
 - (1) A copy of the CPI showing the percentage change upon which the adjustment is to be based;
 - (2) Documentation supporting the calculations of the appropriate formula noted below;
 - (3) A revised Price and Portion Guide for all adjusted products displaying current pricing, proposed revised pricing and the actual quantity of each sold.
- (c) The selling price of food and other services provided by the Contractor shall be adjusted on or shortly after September 1 of the option renewal period based on the percent change (up or down) pursuant to the Bureau of Labor Statistics: Consumer Price Index – All Urban Consumers, Food Away From Home, Index Base Period (1982-84=100) URL: <http://data.bls.gov/timeseries/CUSR0000SEFV> during the period of performance of the contract. The percentage price increase may not be exceeded on any individual item. For the first option period projected price increase in September of 2019, the calculation will compare June 2017 with June 2019 (24 months). The revised pricing will become the new base for calculations of the next price adjustment period. All Consumer Price Indexes used for this calculation are not seasonally adjusted. The formula for calculating price adjustments is as follows (example only):

Index at time of second calculation, June 2012:	237.839
Divided by index at time base price was set, June 2010	<u>231.097</u>
Equals	1.053
Base price 16 oz. coffee	\$1.60
Multiplied by	<u>1.053</u>
Equals adjusted price	\$1.68

- (d) Price decreases are accepted at any time.
- (e) Emergency/temporary surcharge – the House will consider short term price increases on individual items based on significant changes in the marketplace such as those one might see during an outbreak of “Mad Cow” disease or a natural disaster in a major food producing part of the nation that impacts product availability and the transportation infrastructure. Pricing will be subject to review and approval by the CO and will go into effect immediately upon approval. These emergency/temporary surcharges will be reviewed biweekly, and at the point that the emergency no longer exists, prices will be reduced to the original price.

- (1) The Contractor shall post signage explaining to customers the reason for the temporary surcharge(s).

C.4.4 Food Variety and Cycle Menus

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- (a) The Contractor must use the highest level of creativity, innovation, and current food service trends in developing menu programs, menu rotations, fixed menus, and food specials in order to ensure an excellent guest experience. All food concepts, rotations, and menus must be in good taste and are subject to prior review and COR approval.
- (b) The Contractor must design and implement robust healthy food choices in order to ensure an excellent guest experience. This healthy foods program must be approved by the COR.
- (c) The Contractor is encouraged to work with other House organizations to promote wellness and develop programs that will be mutually beneficial to both the Contractor and House staff.
- (d) New menu cycles must be submitted two weeks prior to the scheduled service for review and approval by the COR.
- (e) The Contractor must submit via email any routine additions to the Price and Portion guide for approval by the COR. New items are not to be placed into service without approval of the COR. The Contractor must submit electronically to the COR an updated Price and Portion Book each month with the financial statement package, indicating any new items approved by the COR that had been added to the menu in the prior month.
- (f) "House Bean Soup" must be served daily in the Members' Dining Room. It is not required to be served every day in other units.
- (g) Currently there are no pouring and product service rights agreements in effect. This does not preclude the House from instituting such arrangements at a later date, without detrimental financial impact to the Contractor. Unless approved by the COR, the Contractor is not permitted to execute any pouring or product service rights agreements.

C.4.5 Quality Standards

The Contractor must maintain a Quality Assurance Program (QAP) designed to ensure an excellent customer experience. The QAP may include COR accessible comment cards, customer satisfaction surveys, focus groups, on-line feedback programs, secret shoppers etc. The nature and content of the program will be mutually agreed upon between the Contractor and the House. The QAP must be finalized prior to the start of the contract.

C.4.6 Merchandizing, Marketing, and Displays

The Contractor must develop and execute on an ongoing basis professional, creative and strategic marketing and promotional programs. The Contractor must ensure that signage and product labels are professional and creative, appropriately placed, and are factually accurate in order to ensure a positive customer experience. Marketing and promotional material are to be non-controversial. Programs that encourage and incentivize regular participation (such as buy 10 get the 11th free, etc.) are encouraged. All marketing and promotional initiatives and materials (including related signage) must be submitted at least three weeks prior to scheduled implementation and must be approved by the COR. The Contractor is expected to utilize a variety of technology-based systems and social media vehicles to market and promote their programs. The use of Facebook, Twitter and other vehicles that may be developed is strongly encouraged.

The Contractor must develop and present a semiannual marketing plan for review by the COR, CO, and other House staff. On a monthly basis, the Contractor will provide a calendar outlining all marketing plans and special events to the COR.

C.5 Sanitation and Food Safety

The Contractor must comply with all health and safety codes and relevant food service industry best practices as stated in Section E.3 – Health and Safety Requirements.

C.6 Personnel and Related Activities

Staffing the various food services and catering operations is the responsibility of the Contractor within the laws, rules, regulations, instructions and guidelines for Contractor personnel working at the House. In the House setting, the food service Contractor's staff may be perceived by the visitor as "representatives of the Government." The Contractor must project a positive public image at all times and treat all patrons in a courteous and friendly manner. Contractor employees

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will be expected to wear neat, clean uniforms with easy-to-read name badges. Also, while managers/supervisors do not need to be in uniform, they should be easily identifiable via their name tags or some form of Contractor apparel.

The Contractor is expected to present a professional image and to maintain superior customer service standards at all times.

C.6.1 Qualifications

All Contractor personnel are to be qualified and trained for the functions they perform. Food service and catering personnel are to receive mandatory training in food sanitation, food handling and preparation, safety, customer service and other activities as outlined in this document. The Contractor is required to maintain complete and up-to-date training records for all employees and to make those records available for COR inspection upon request. The Contractor is to provide the COR with a copy of the training program twice a year for the upcoming six month period.

C.6.2 Key Personnel

Key personnel as defined herein are subject to review and approval by the House before hiring or placement on Capitol Hill. Key personnel include, but are not limited to, senior management staff, unit managers, MDR manager and technical specialists. See Section H.5 for a complete listing of individuals considered to be key personnel. Further, in the event of problems with any Contractor's staff who work in customer areas and/or have customer contact or contact with House staff, upon request, the Contractor will remove the staff person(s) from the House premises. Removal does not mean "termination."

C.6.3 Staffing Levels

The Contractor is responsible for providing and maintaining mutually agreed upon staffing levels at all times. One senior level manager needs to be on call for each unit in the event of an emergency. The Contractor must show that it has the bench strength in the event of an emergency substitution of key personnel. Facilities will be open at the scheduled times and will be staffed adequately during peak service periods to minimize wait times. The Contractor's proposed staffing levels will represent the benchmark minimum requirement allowing for periodic adjustments based on business volumes during various day-parts and relevant key performance indicators. All subsequent staffing level changes are subject to review in advance by the COR.

C.6.4 Professional Training and Certifications

- (a) All bartenders, service staff, supervisors and managers involved with the service of alcoholic beverages are to be TIPS® (*Training for Intervention ProcedureS*) certified.
- (b) The House recommends that all staff involved with the preparation or service of food receive ServSafe® food handlers training and be certified accordingly within 90 days of the start of employment at the House unless they have been previously certified. All managers, senior culinary staff (chefs and head cooks at a minimum) and supervisors are to have taken and passed the ServSafe® Food Safety Program for Managers before being employed in any House facility.
- (c) It is the responsibility of the Contractor to ensure that all certifications are current. Certifications are to be kept on file and are subject to review by the COR.
- (d) Other recognized training and certification programs may be substituted with approval of the COR.
- (e) All Contractor staff and Contractor suppliers that use powered industrial trucks and non-powered transport devices (to include forklift trucks and pallet jacks) are to have completed a training program before beginning work at the House based on the general principles of safe truck operation, the types of vehicle(s) being used in the workplace, the hazards of the workplace created by the use of the vehicle(s), and the general safety requirements of the OSHA standard. The trainer or training organization is to issue a license or certification attesting the fact that the employee or vendor had successfully completed the training. Employees and suppliers must carry the license or certifications at all times and a copy must be kept on file by the Contractor.
- (f) The use of headphones, ear buds, smartphones (for voice or texting communication) or similar devices by Contractor staff involved in food preparation, service, cashiering and materiel handling activities, including but not limited to forklift and pallet jack operation, are strictly prohibited. The Contractor shall reassign staff found violating this

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prohibition to another position or to a non-House facility. Further, individuals repeatedly violating this prohibition will, upon request by the COR, be removed by Contractor from the House premises. Removal does not mean "termination."

C.6.5 Security and Badging

The Contractor shall comply with security and badging requirements as outlined in Section H.3, Background Checks and Identification Badges. The Contractor is responsible for ensuring that all Contractor staff are badged and that badges are collected and returned to the COR upon the departure of staff. Control of badges is the responsibility of the Contractor.

C.6.6 Employment Eligibility

The Contractor shall comply with employment eligibility as outlined in Section H.4, Employment Eligibility Verification.

C.6.7 Parking

A limited number of parking spaces will be provided to the Contractor; however, there is no guarantee of parking spaces during the term of the contract. Arrangements for temporary parking can be made by contacting the COR.

C.6.8 On-campus Office Space

Limited office space will be provided by the House for the use of the Contractor's full time personnel only. Office space is provided for personnel working on the contract on a full time basis only. Office space will not be provided for corporate or regional personnel. The House will provide desks, chairs, filing cabinets, and book cases, as available.

C.7 Technology

- (a) The House will provide assistance with computer networking and information security matters. Hardware and software maintenance on Contractor-owned computer equipment is the sole responsibility of the Contractor. All computer equipment must meet minimum House hardware standards and be kept refreshed pursuant to House policy. The Contractor must adhere to all House Information Security Policies (HISPOLs) and House Information Security Publications (HISPUBs). It is the Contractor's responsibility to upgrade computer equipment over the life of the contract to meet HISPOLs and HISPUBs and to ensure that Contractor-owned hardware and software are compatible with House hardware and software. Any HISPOLs and HISPUBs relevant to this requirement may be obtained by contacting the Contracts Specialist assigned to this contract.
- (b) Any credit or debit card processing system or point of sale system installed by the Contractor must be Payment Card Industry (PCI) compliant and must be upgraded accordingly as the standards change. It is the responsibility of the Contractor to ensure that any third party processors are fully compliant and continue to be so during the contract period.
- (c) Any Point of Sale system (POS) must be configured so that each POS terminal is capable of operating independently of its central server in the event of network issues or a failure of the central server. All terminals must be able to start working automatically in an off-line mode once it senses a connectivity or server issue. Terminals must be able to process cash and capture credit card transactions while in this "off-line" mode in an uninterrupted manner.
- (d) The House will provide connectivity (to include IP subnet, switch ports and activating necessary jacks) to the House network at locations and quantity identified by the Contractor. If connections are required at locations where none currently exist, the House will work with the Contractor to develop the cabling statement of work which will meet the House's cabling standard. The House will coordinate the installation with its cabling vendor. The Contractor will be required to pay for all voice or data line addition, moves or changes.
- (e) The House network will only be used for communication between the Contractor's onsite staff and House staff/organizations. Any other data communications including those that go off campus (examples include back to home office, Internet access or for a point of sales system) must be done on a private Contractor-owned and maintained network. As with all voice and data infrastructure, if cabling is required, the House will create the statement of work and coordinate installs with the cabling vendor. All costs associated with cabling additions, moves and changes will be paid by the Contractor. The House will assist the Contractor with coordinating the install of any provider circuits that should be needed. All costs including installation and monthly reoccurring charges for these circuits will be at the expense of the Contractor.

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- (f) If network problems are experienced on the House network, the House will troubleshoot the cause of the problem. If there are problems on the private network, the House will only be able to assist with the physical infrastructure by testing cables, repairing any cable problems and providing cable test results if requested to verify the quality of the connections.
- (g) Any wireless installation must be approved by the House and must meet mandatory House security requirements and cannot interfere with the existing House-owned and managed wireless network.
- (h) Prior to the start of the contract, the Contractor shall:
 - (1) Identify the quantity and location of computers/printers needing access to the House network.
 - (2) Provide a detailed network diagram identifying location and type of connectivity (fiber, copper, and coax) for all nodes on their private network. This should include external type of connection (private T1 or Internet) and estimated bandwidth requirements.
 - (3) Indicate if there is intent to use a wireless network and if so must provide detailed information on the purpose for the network, locations of access points, and security measures implemented.
- (i) The House will provide and maintain three computers at House expense for the use of the Contractor. The computers will be located in the main Rayburn food service office area, Ford Cafeteria and Longworth Cafeteria. These units are placed for the sole purpose of facilitating the Contractor's ability to place work orders and to access House web sites such as HouseNet and web sites for the Sergeant at Arms, Clerk, etc.

C.8 Disposable Service Ware

The House is requiring that non-foam based disposable service ware be used in all areas.

C.9 Deliverables

- (a) On a recurring basis, the House will require the Contractors to submit reports and other documents to the COR. These reports are outlined in Attachment J.12 along with samples of these reports where available. All reports are to be provided in a format similar to those in the Attachment. The format of these reports may change with the approval of the COR although the content must be consistent with the samples provided. All subcontractors must provide the same information in the same format and at the same intervals as the primary Contractor. All subcontractor information must be reflected in the primary Contractor's reports.
- (b) Profit and loss (P+L) statement formats are subject to approval of the COR and must be consistent with Government Cost Accounting Standards (CASB) and must include any corporate and/or regional direct or allocated charges assigned to the contract. These charges must be clearly identified prior to the start of the contract and must be directly applicable to the House operations or they cannot be charged to the House account. A chart explaining each line item on the P+L must be provided before the start of the contract. This chart must explain whether charges are based on actual expenses, a monthly fixed amount or percentage of sales or expense line.

P+L's are required for all subcontractors. P+L's of subcontractors must be provided monthly. The results of these P+L's must be clearly reflected in the P+L of the primary Contractor.

- (c) P+L statements must include any and all corporate, regional and unit specific rebates received by the operator, corporate purchasing operation or group purchasing organization affiliated with the Contractor.
- (d) Budgets based on the Federal fiscal year (October 1-September 30) are to be submitted to the COR annually no later than August 1 of each year of the contract. Budgets are required for all subcontractors. Budgets of subcontractors must be reflected in the budget of the primary Contractor.

C.10 Tax Collection

Food service has been determined to be an essential House service. Operators of essential House services are not required to collect any District of Columbia sales, use or excise taxes.

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(End of Section C)

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Section D – Packaging and Marking

D.1 Payment of Postage and Fees

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the Contractor.

D.2 Marking

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number for which the information is being submitted.

(End of Section D)

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Section E – Inspection and Acceptance

E.1 Inspection of Services

- (a) Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain a Quality Assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- (c) The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not delay or impede the Contractor's work.

E.2 Inspection and Acceptance

- (a) Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR or a designated representative, in accordance with provisions specified in this contract and applicable task orders. The COR or a designated representative reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, if approved by the CO.
- (b) Written notification of quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- (c) All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- (d) All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House, Office of the Attending Physician and the Architect of the Capitol.
- (e) The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.
- (f) The Contractor shall respond to all notices and inspection reports issued by the Office of the Attending Physicians office in 5 days or less as noted in the notice from date received. The response will report any and all actions that have or will be taken to correct any deficiencies.
- (g) The CO shall have the right to send his/her representative into areas assigned for the use of the Contractor's employees, at any time.

E.3 Health and Safety Requirements

- (a) The Contractor must comply with all the health and safety codes that apply to contracts for services similar to those being provided hereunder, as well as with all sanitation requirements prescribed by the Office of the Attending Physician in connection with performance of the work. The Office of the Attending Physician is the Health Officer that conducts inspections of the House food services based on the current edition of the United States Food and Drug Administration's Food Code.

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- (b) The Office of the Attending Physician (OAP) Environmental Division will be provided a copy of properly prepared plans for review and approval before construction, conversion, or remodeling of a food service or when plans are deemed required prior to such action.
- (c) The following supplements the requirements of federal, state and local authorities relative to the health and safety of employees and patrons to the food service facilities. The House reserves the right to perform health and safety inspections at any time, and if the conditions at any of the House campus facilities under the control of the Contractor do not meet the highest reasonable standards, the House may direct the Contractor to take necessary action at Contractor cost and expense, which may include closing one or more facility and the Contractor agrees to abide by all such directions.
- (d) Vending machines operated under the Contract must be constructed, maintained and operated in accordance with the recommendations of the most recently published Food Code, U.S. Department of Health and Human Services, Public Health Service and Food and Drug Administration.
- (e) The most recently published Food Code, U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration and all codes and regulations as well as all relevant food service industry best practices relating to food service sanitation and procedures must be adhered to by the Contractor.
- (f) All employees assigned by the Contractor to perform work under this Contract must be free from diseases transmissible through food. At a minimum, employees are to be provided and receive extensive initial and ongoing training in the proper use of disposable plastic gloves when any raw or cooked food handling is involved. The Contractor must have an approved method that ensures employees are required to report to Management information about their health and activities as they relate to diseases that are transmissible through food. The employee shall report the information in a manner that allows management to reduce the risk of foodborne disease transmission, including providing necessary additional information, such as the date of onset of symptoms and an illness, or a diagnosis without symptoms. This reporting process must be in accordance with the most current edition of the United States Food and Drug Administration's Food Code.
- (g) If requested by the House, the Contractor's employees will receive medical examinations at the Contractor's expense of a type and scope to be specified prior to the commencement of their work at the Capitol facilities and at other times that may be required. The Contractor must certify to the House that such examinations have been performed and that its employees are in full compliance with all applicable medical standards. Any medical examinations will be consistent with relevant foodservice industry best practices and will not be in contravention of any local, state or federal law.
- (h) The Contractor agrees that it will immediately notify the House of all cases of communicable diseases, skin infections, or food poisoning/contamination, blood borne pathogen exposure contracted by its employees or by patrons of the facilities. The Contractor must promptly report the details of any such case, the action it has taken to remedy the case, as well as the action it has taken to prevent recurrence.
- (i) The Contractor must comply with all applicable federal and Capitol fire, police, safety and health laws, ordinances, rules and regulations. The Contractor must train its employees to follow established procedures concerning response to fire, civil defense, bomb threats, and other emergencies. Contractor employees must be trained in the use of fire extinguishers to abate fires occurring within Contractor managed areas based on established procedures.
- (j) The Contractor will immediately notify the House of any fire, accident or safety hazard that occurs at any Capitol facility under Contractor's control. The Contractor will take reasonable measures to remedy any condition in any facility that is unsafe, unhealthy or dangerous. The House can review and approve Contractor's OSHA required standards and Contractor will be responsible for OSHA training of its staff. The Office of Compliance is an independent legislative agency that conducts safety inspections in the House and is responsible for monitoring compliance with certain aspects of the Occupational Safety and Health Act (OSHA) and its standards.
- (k) The Contractor must comply with all Hazard Analysis of Critical Control Points (HACCP) procedures and establish HACCP procedures specific to each operation and will publish procedures for review and approval. Procedures must be updated no less than two times a year. Before engaging in an activity that requires a HACCP Plan, the Contractor shall submit to the COR and OAP's Environmental Division for approval a properly prepared HACCP Plan as specified in the most current edition of the United States Food and Drug Administration's Food Code.

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- (l) The Contractor shall have procedures for employees to follow when responding to vomiting or diarrheal events that involve the discharge of vomitus, blood, bodily fluids or fecal matter onto surfaces in the food establishment. The procedures shall include notification to the COR and Office of the Attending Physician and shall address the specific actions employees must take to minimize the spread of contamination and the exposure of employees, consumers, food, and surfaces to vomitus, blood, bodily fluids or fecal matter.
- (m) The Contractor will designate a "Person in Charge" for each food service operation during all hours of operation who has completed a formally recognized management certification in food service sanitation. See Section C.6.4(b).

(End of Section E)

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 Period of Performance

Contract period of performance shall extend from date of award through four (4) years. The exercise of any options shall be governed by "Option to Extend the Term of the Contract."

F.2 Option to Extend the Term of the Contract

- (a) Extension. The House may extend the term of this Contract up to three times for a period of 24 months each. Preliminary written notice to the Contractor of the House's intention to exercise these options will be at least three months before the Contract, or any extension thereof, expires. The preliminary notice does not commit the House to an extension.
- (b) Total Term. The total duration of this Contract, including the exercise of any options under this clause shall not exceed 10 years, 10 months if the option to extend services is exercised.

F.2.1 Option to Extend Services

The House may require continued performance of any services within the limits and the rates specified in the contract. These rates may be adjusted only as a result of contract modifications. The option provision may be exercised more than once, but the total extension of performance shall not exceed 10 months. The Contracting Officer may exercise the option by written notice to the Contractor.

F.3 Notice to the House of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with this Contract, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately notify the COR by telephone and follow-up in writing to the COR within two (2) business days after the verbal notice, giving pertinent details. This notification does not relieve the Contractor of its obligations to meet the delivery and/or performance requirements of this Contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this Contract. Failure to meet delivery dates shall, at the option of the House, relieve the House of any obligation to accept and pay for any such goods and/or equipment.

F.4 Place of Performance

The Contractor shall perform all work in the House Capitol Hill Office Buildings in the House portions of the U.S. Capitol, and other locations as specified by the Contracting Officer.

F.5 Resolving Contract Performance Issues

- (a) Notification. The Contractor shall immediately bring all performance issues to the attention of the COR. Likewise, the COR shall immediately bring all real or apparent performance issues to the attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of this Contract.
- (b) Resolution. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the Contract, the COR will immediately notify the Contracting Officer. The Contracting Officer, with input from the COR, Contracts Specialist and subject matter experts, if necessary, will attempt to resolve performance issues to the mutual satisfaction of both the House and the Contractor.
- (c) Remedies. If performance issues cannot be resolved to the mutual satisfaction of both the House and the Contractor, the Contracting Officer may pursue any of the remedies provided for under this Contract, up to and including termination of all or part of this Contract.

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F.6 Failure to Perform

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with performance requirements, the CO may, in addition to any other remedies specified elsewhere herein or available under applicable law, withhold payment for that portion of the services that do not conform to performance requirements. The CO may also require that the Contractor compensate the House for any costs incurred by the House in ensuring that the work is performed, either by requiring the Contractor to supply a replacement resource at no cost to the House, or by acquiring such services from another Contractor and charging the difference in cost to the Contractor who was unable to perform the services required.

F.7 Liquidated Damages

If the Contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The Contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F.8 "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the Contractor.

F.8 Payment for Non-Performance

In the event that the Contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the Contractor, the House may charge 1% of the total contract cost per day until performance is compliant with the contract requirements and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the Contractor.

F.9 Deficient Performance

- (a) In the event the Contractor encounters difficulty in meeting the performance of the Contract requirements; anticipates difficulty in complying with the Contract; or the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall promptly, by telephone or e-mail, notify the COR or, in the COR's absence the Contracting Officer. If the COR determines that the difficulty, anticipated difficulty or potential difficulty in meeting contract performance requirements is significant in nature, he/she shall immediately notify the Contracting Officer and require the Contractor to follow up in writing, giving pertinent details, provided, however, that this data shall be informational only in character. This provision shall not be construed as a waiver by the House of any delivery schedule or date or any rights provided under this Contract.
- (b) The Contractor will take whatever actions are necessary to ensure continuous provision of services specified in this Contract.
- (c) The Contractor will be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God, the public enemy, or acts of the Government in either its sovereign or contractual capacity.
- (d) If in the opinion of the Contracting Officer, the Contractor falls behind the performance of the Contract requirements, the Contractor must take such steps as may be necessary to improve performance, without additional costs to the House.

F.10 Deliverable Items

The Contractor will complete all services hereunder in accordance with the Contract and attachments and any modifications issued pursuant to this Contract, including delivery of all goods and services, effective from the date of the Contract and/or notice to proceed.

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F.11 Contractor Furnished Property

The Contractor will furnish all equipment and supplies that it determines to be necessary for the performance of this Contract, for use by Contractor personnel performing work on site at the House. The House reserves the right to furnish any other resources not furnished by the Contractor, but which may be useful in the performance of the Contract. House furnished supplies or equipment will be used only for the performance of this Contract. The Contractor will be responsible for and will maintain accurate records, including maintenance call records, of all items provided by the House other than expendable supplies.

F.12 Management Review Meetings

- (a) Regularly scheduled management review meetings will be conducted between the Contractor, the COR, and the Contracts Specialist to review and discuss the status of all Contract requirements, and the Contractor's progress in implementing and maintaining the food service facilities and providing services under the Contract.
- (b) The management review meetings will take place at House facilities, as determined by the COR. Contractor representation must include at least one individual from the Contractor's management personnel, as appropriate.
- (c) The Contractor will be required to attend meetings as requested by the COR.
- (d) The Contractor's Regional Director of Operations (or commensurate position) must conduct site visits of all House operations every quarter in order to help ensure an excellent guest experience. The Regional Director of Operations (or commensurate position) is to provide a detailed written report of observations, and, if necessary, corrective action taken, during the site visit and must hold a subsequent debrief with the COR.
- (e) The Contractor's National Director of Operations (or commensurate position) must conduct site visits of all House operations every year in order to help ensure an excellent guest experience. The National Director of Operations (or commensurate position) is to provide a detailed written report of observations made during the site visit and must hold a subsequent debrief with the COR.
- (f) The Contractor's Regional and National Directors of operations are to be identified 30 days before the start of the contract along with any other key corporate personnel that may be involved with this contract on both a regular and as needed basis.

(End of Section F)

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 Contract Administration Plan (CAP)

Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan.

It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 Authorized House Representatives

(a) Contracting Officer (CO):

Administration of this Contract will be performed by the Contracting Officer. The Contracting Officer is authorized to make contractual modifications and render contractual decisions, including, but not limited to, changes in the scope of work and monetary additions and/or deletions, subject to the authority delegated. No changes shall be effective without a modification of the Contract. All communications pertaining to contractual and/or administrative matters under this Contract should be addressed to:

Contracting Officer
Office of the Chief Administrative Officer
CAO Acquisitions Management
358 Ford House Office Building
Washington, D.C. 20515
202-225-2921

(1) Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

(2) The Contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

(3) The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the Contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

(b) Contracting Officer's Representative (COR):

(As appointed by the CO)
CAO Acquisitions Management
U.S. House of Representatives
358 Ford House Office Building
Washington, D. C. 20515
202-225-2921

(1) The COR, appointed by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of

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performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the Contracting Officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the Contracting Officer and Contracts Specialist of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the Contractor to perform services outside of the scope of the contract.

(2) Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process Contractor invoices.
- Submit periodic report(s) to the Contracts Specialist (CS).
- Provide the CS with notification of intent to exercise options or renewals 90 days prior to expiration date.

(c) Contracts Specialist:

(As appointed by the CO)
CAO Acquisitions Management
U.S. House of Representatives
358 Ford House Office Building
Washington, D. C. 20515
Telephone: 202-225-2921
Fax: 202-226-2214

The Contracts Specialist prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or Contractor on behalf of the CO.

G.3 Authorized Contractor Representatives

(a) The Contractor shall identify the Authorized Contractor Representative (ACR), and provide the name, title, address, telephone, and e-mail address for this person.

(b) The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and Contracting Officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the Contractor proposes to mitigate the delay. This notification does not relieve the Contractor of its obligation to meet the delivery and/or performance requirements nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided.

G.4 Identification of Correspondence

To assure a proper audit trail in the administration of this Contract, correspondence and all required submissions between the Contractor and the Contracting Officer, shall utilize the following standard format at the beginning of each document:

- (1) The Food Service Contract
- (2) The Subject of the Correspondence
- (3) A Sequential Number System

G.5 Reporting, Accounting, and Payment Obligations

G.5.1 Payments

Within 20 calendar days following the end of each calendar month during the Contract, the Contractor shall provide the House with a final statement of Gross Receipts for the calendar month together with payment of all amounts due to the House for such month.

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The statement of Gross Receipts shall detail all Gross Receipts by income category and shall include per-capita revenue, customer counts, average checks/transactions in the facilities, the current month's budgeted Gross Receipts, year-to-date actual, and any other data or statistics as reasonably requested by the House.

The monthly report shall include a recap of daily Gross Receipts. Reporting under this Contract shall commence as of the effective date of the executed contract and generation of sales.

The Contractor shall pay the House, by check payable to the order of the U.S. Treasury, as indicated by the Government, the percentage of actual gross sales during each accounting period. The term, "accounting period", shall be one calendar month.

The Contractor shall deliver its payment pertinent to each accounting period directly to the House, in such a manner that payments will be received by the House therein within 20 calendar days after the last day of each accounting period. The Contractor will provide with each accounting period payment a true and correct statement, with breakdown by unit, of all gross sales of the Contractor during the accounting period for which the amount accrued and became due. The payment along with the Statement of Gross Receipts and other required documents must be hand delivered to the CAO Acquisitions Management Resource Manager,

Failure of the Contractor to timely effect any of the accounting period payments required may be grounds for termination.

G.5.2 Reports

The Contractor shall submit specific reports to the COR, including but not necessarily limited to the list provided in Attachment J.12, Outline of Reports for Submission and Examples. Required frequency of submission is denoted after the report name; reports shall be submitted within twenty business days from month-end (for monthly and quarterly reports), three business days from week-end (for weekly reports), and one business day (for daily reports) except where otherwise noted. The House may request additional reports at the COR's discretion.

G.5.3 Statement of Income and Expense

On a monthly basis, the Contractor will report to the House the operating status of each food service location along with future monthly projections.

Upon request, the Contractor shall provide additional breakdowns and/or explanations of line-item income and/or expense items. Monthly, during the contract, Contractor's senior management (Contractor's representative(s) above, Contractor's on-site general manager) shall discuss the monthly statement of income and expense with the House COR and CS.

If at any time during the Contract, the Contractor makes a request (operational or financial) that the House feels, in its reasonable opinion, requires a detailed review of the statement of income and expense, the Contractor agrees to provide the House with any operational and financial information (to include Key Performance Indicators (KPI's) reasonably requested, including, without limitation, a hard copy of the most current statement of income and expense (including year-to-date results, and the House agrees to limit distribution of the document(s) for review by those who need to know such information as it relates to the House's request(s). All financial information provided by the Contractor, whether under this paragraph or any other Section of this Contract, shall be true and complete and prepared in accordance with generally accepted accounting principles consistently applied.

G.5.4 Annual Statement of Gross Receipts

Within 45 calendar days following the end of each fiscal year during the Contract, the Contractor shall provide the House with a statement of Gross Receipts, certified by a corporate officer, together with payment of any commissions determined to be outstanding, owing and not previously paid.

G.5.5 Books and Records

The Contractor shall maintain accurate books and records in connection with the services and shall retain such records for a period of at least two years following the conclusion of the contract.

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The Contractor shall maintain complete and accurate financial records for all sales and expense transactions involved with the House's operations. This requirement includes, without limitation, those transaction records that support Gross Receipts, such as cash register tapes, catering billings and other sales receipts. Additionally this requirement includes without limitation transaction records that support expenses, such as invoices, payroll records, inter/intra company transfers and other receipts. These items shall be properly stored and shall be kept for the minimum time detailed above.

The Contractor shall use point of sale systems and other automatic cash counting equipment as it reasonably deems necessary to properly and accurately record all Gross Receipts. All such systems shall be subject to prior review and approval. The House shall have the right, upon reasonable notice, to review and to inspect such equipment at any time and from time to time. The point of sale system and individual terminals will not be reset or zeroed out during the life of the contract without written approval of the COR.

The House shall have the right to audit the Contractor's books and records of account at a time and location as may be mutually agreed upon. If the result of any such audit establishes that the Contractor has overpaid or underpaid the House, such adjustment shall be credited against payments currently or to become payable to the House. Adjustments are to be shown on the next monthly financial statement. Adjustments are to be shown as a separate line item. If the audit reveals an underpayment in excess of two percent of the total amount of payments payable during any contract year, the cost of said audit shall be paid by the Contractor.

Contractor's records shall be available for routine inspection and audit by the House at any time and from time to time during the Contract services term (and for two years thereafter), but only during reasonable business hours and upon reasonable notice. These routine audits and inspections shall not be conducted more frequently than twice in any consecutive 12 month period, subject to the House's right to conduct special audits whenever it deems such audits to be necessary or appropriate. The House reserves the right to conduct surprise audits at any point of sale under the control of the Contractor.

G.5.6 Accounts Receivable

The Contractor shall be solely responsible for all billing and collection of accounts receivable from outside groups and organizations. The Contractor shall not have the right, and shall not deduct, uncollected accounts receivables from Gross Receipts without prior written approval by the Contracting Officer. The Contractor will notify the House any time the collection of an account is turned over to a commercial debt collection company

G.5.7 Annual Independent Public Accounting Audit

The Contractor will submit an audit report of its operation(s) which is to be conducted annually by an independent public accounting firm (IPA) in accordance with auditing standards promulgated by the International Accounting Standards Board (IASB). This audit report and any associated management letters issued by the IPA impacting any of the Contractor's operations in support of the U.S. Congress will be submitted to the Contracting Officer upon issuance.

G.5.8 Loss and Damage

The Contractor shall indemnify the House for any property delivered to the Contractor for servicing under this Contract that is lost or damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the House the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property or fail to agree on the amount of credit due, the dispute shall be determined as provided in Section I.3, Disputes.

In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

G.6 Modifications

Administrative changes (e.g., address corrections) are approved by the Contracting Officer. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

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(a) Only Contracting Officers acting within the scope of their authority are empowered to execute contract modifications on behalf of the Government. Other Government personnel shall not—

- (1) Execute contract modifications;
- (2) Act in such a manner as to cause the Contractor to believe that they have authority to bind the Government; or
- (3) Direct or encourage the Contractor to perform work that should be the subject of a contract modification.

(b) Contract modifications are of the following types:

(1) *Bilateral*. A bilateral modification (supplemental agreement) is a contract modification that is signed by the Contractor and the Contracting Officer. Bilateral modifications are used to—

- a. Make negotiated equitable adjustments resulting from the issuance of a change order;
- b. Definitize letter contracts; and
- c. Reflect other agreements of the parties modifying the terms of contracts (e.g. price increases).

(2) *Unilateral*. A unilateral modification is a contract modification that is signed only by the Contracting Officer.

Unilateral modifications are used, for example, to—

- a. Make administrative changes (a.k.a. changes that do not affect the substantive rights of the parties);
- b. Issue change orders;
- c. Make changes authorized by certain clauses (e.g., Option to Extend Services, or Information Security clause); and
- d. Issue termination notices.

G.7 Invoices

(a) The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

(b) A proper invoice shall minimally include:

- (1) Contractor Name, Address, and Phone Number
- (2) Name of Contractor Point of Contact
- (3) House Contract or Purchase Order Number, Invoice Number, Invoice Date
- (4) Invoice Page Number (each page of Invoice shall contain Contractor Firm name, invoice number and date)

(c) The House does not pay federal, state or local taxes unless mandated by law.

(d) All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.8 Post-Award Conference

A post award conference will be held with the Contractor to review contract administration issues.

G.9 Release of Claims

After completion of work, and prior to final payment, the Contractor shall furnish to the CO a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

(End of Section G)

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Contract Type

This is a commission-based contract. The Contractor will retain operating profit less an agreed-upon commission payable to the House and the Contractor will be wholly responsible for 100 percent of any operating loss.

H.2 Insurance

The Contractor shall carry and maintain, during the entire period of performance under this Contract, the following levels of insurance coverage:

- (1) Worker's Compensation. Workers' compensation and employee's liability insurance: a minimum of one million dollars (\$1,000,000) per incident;
- (2) Comprehensive. Comprehensive general liability: a minimum of one million dollars (\$1,000,000) bodily injury per occurrence;
- (3) Automobile. Automobile (vehicle) general liability insurance: a minimum of two hundred thousand dollars (\$200,000) per person; one million dollars (\$1,000,000) per accident; property damage fifty thousand dollars (\$50,000.00);
- (4) Liquor Liability: a minimum of one million dollars (\$1,000,000) per incident
- (5) Other. Other insurance as required and specified in this Contract.

The House reserves the right to add an additional insurance requirement during contract performance if circumstances or House Rules require it, and to treat such an occurrence pursuant to the customary rules governing contract performance.

The Contractor shall provide proof of insurance coverage annually and whenever there is a change in insurance coverage or provider. The House is to be included as an Additional Insured with respect to General Liability and Liquor Liability on all certificates. Insurance certificates or other documents are to be delivered to the COR.

H.3 Background Checks and Identification Badges

- (a) The Contractor must comply with all House security publications, regulations and procedures. Contractor personnel are required to be citizens of the United States of America (U.S.) or meet the eligibility requirements for Government of the United States employee compensation as specified in Public Law 108-7, Section 605. The Contractor must be responsible for ensuring all Contractor personnel performing on the Contract are responsible individuals.
- (b) Within 10 calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Representative (COR) a list of all key employees proposed to be employed on this Contract. At least 30 days prior to the actual commencement of services, the Contractor shall submit to the Contracting Officer's Representative (COR) a list of all employees proposed to be employed on this Contract. Each list shall include the employee's full name, date of birth and social security number.
- (c) All personnel proposed by the Contractor and employed on the site of the work will be subject to criminal background check prior to working on the contract. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The CAO's Office of Human Resources, 102 Ford House Office Building, Washington, D.C. (202-225-2926), coordinates the criminal background check process, in conjunction with the U.S. Capitol Police. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) The House will screen all Contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The House will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the Contractor will have working in any capacity on the Contract. Forms for each employee working on this Contract shall be submitted prior to the commencement of work.
- (e) If the CAO's Office of Human Resources determines at any time that the employee is unsuitable or unfit for assigned duties, it will notify the COR and CO. The COR will then direct the Contractor to immediately remove that employee from any work under this Contract.

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- (f) All Contractor employees working on this Contract with access to House facilities or information are required to undergo a criminal background check, fingerprinting and screening by the House, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.
- (g) While records checks are in process, the Contractor's employees will NOT be allowed temporary permission to work at the site. Any of the Contractor's employees who are perceived by the House as a security risk, as a result of evidence discovered in the background investigation, will not be issued an Identification (ID) badge and will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site.
- (h) An ID badge, with photograph, will be prepared for each employee of the Contractor, who successfully completes the criminal background check, requiring access to the site. The ID badge shall be dated to indicate the period of time for which it is to remain valid and must be carried at all times while in House Office Buildings. The ID badge must be visible at all times except when its presence would be a safety hazard such as working around kitchen equipment.
- (i) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through screening devices such as x-ray machines, sniffers, chemical detectors, and/or potential other screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (j) The Contractor must immediately inform the House when there is a change in one of their employee's eligibility to work in the U.S. status, or criminal status of any Contractor personnel performing under this Contract. The Contractor must immediately remove any Contractor personnel when information is obtained that makes the Contractor believe that person has ceased to be a responsible individual and should no longer work under this Contract and must inform the COR.
- (k) Contractor must maintain appropriate care for maintaining the integrity of the House network in the case that Contractor personnel have network access either local or remote. House information is privileged material and must be protected from loss, disclosure and electronic penetration.
- (l) The Contractor is fully responsible to return:
 - (1) The ID badge of any individual employee, including Subcontractor personnel, who is removed for any reason including but not limited to extended medical leave, disability leave, or dismissal;
 - (2) The ID badges of all Contractor employees, including Subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and
 - (3) All outstanding ID badges issued for the Contractor and its employees, including Subcontractor personnel, within 24 hours of onsite contract job completion.
- (m) ID badges are to be hand delivered to the COR by the Contractor within two business days of any of the events listed under (l). A penalty in the form of damages shall be levied for failure to return House identification/access badges in the amount of \$100 for each House identification/access badge that is not returned to the COR within two business days following an employee's termination or employee service is no longer required under this contract. The damage amount will be prorated in the rolling month of termination or release from service to the date the House identification/access badge was to be returned to the COR and reconciled.
- (n) Final contract closeout will not occur under this contract until all House identification/access badges that were issued under this contract have been returned or payment received for failure to return. Contractor equipment and supplies shall not be removed from House property until all House identification/access badges have been returned and a release provided to the Contractor signed by the COR.

H.4 Employment Eligibility Verification

- (a) Definitions. As used in this clause,
 - (1) "Employee assigned to the contract" means an employee, of the Contractor, who was hired after December 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a contract if the employee:

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- a. Normally performs support work, such as indirect or overhead functions; and
 - b. Does not perform any substantial duties applicable to the contract.
- (2) “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (3) “Subcontractor” means any party that furnishes supplies or services to or for a prime Contractor or another subcontractor.
- (4) “United States,” as defined in 8 U.S.C. 1101(a)(38), means the fifty (50) States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.
- (b) Enrollment and Verification Requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of the contract award, the Contractor shall: (1) enroll as a Federal Contractor in the E-Verify program within thirty (30) calendar days of contract award; and (2) verify all new employees within sixty (60) calendar days of enrollment in the E-Verify program, and (3) begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees: (1) if the Contractor has been enrolled sixty (60) calendar days or more, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire; or (2) if the Contractor has been enrolled less than 60 calendar days, within sixty (60) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.
 - (3) The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program as administered by the Department of Homeland Security.
- (c) Web Site. Information on registration for and use of the E-Verify program can be obtained via the Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>.
- (d) Individuals Previously Verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee who is a current employee or: (i) whose employment eligibility was previously verified by the Contractor through the E-Verify program; or (ii) who has been granted and holds an active U.S. Government security clearance for access to confidential, secret or top secret information in accordance with the National Industrial Security Program Operating Manual.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that the Contractor enters into for the performance of this Contract.

H.5 Key and Other Personnel

- (a) General. All Contractor personnel identified as key personnel in the proposal shall be considered “Key Personnel” in this Contract.
- (b) The Contractor has designated certain key persons for purposes of this Contract. Key personnel may be changed or reassigned during the Contract with 30 days' prior written notification to the Contracting Officer. The designated key personnel are General Manager, Assistant General Manager, Executive Chef(s), Members' Dining Room Manager, Catering General Manager, Catering Operations manager(s), and A/V specialist.

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- (c) All proposed substitutions must have qualifications that are equal to, or higher than, the qualifications of the person to be replaced. The Contracting Officer will evaluate such request and will notify the Contractor of the House's approval or disapproval thereof on substitutions within 30 calendar days.
- (d) The Contractor must submit an up-to-date list of individuals working for the Contractor with the monthly financial statement package. This list is to include all employees, corporate support personnel, subcontractors and service agents that have received House badges. This must denote any new hires and terminations from the prior month as well as any prospective employees waiting for identification badges. This list must include all terminations from the beginning of the contract and should note their date of termination and date of badge return to the COR.
- (e) The House reserves the right to review the assignments of all personnel assigned to the performance of this Contract.

H.6 Benefits to Members of Congress

No Member, Delegate, Resident Commissioner, Officer of the House, or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.7 Interpretation of Contract Requirements

No interpretation of any provision of this Contract, including applicable specifications, shall be binding on the House unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

H.8 News Releases/Advertising/Promotional Materials

- (a) Prohibitions. The Contractor, by signing the Contract, agrees to submit any proposed advertising, promotional copy connected in any manner with this Contract and/or the House or Capitol to the Contracting Officer for approval. No news releases, press conferences or advertisements to be issued by the Contractor pertaining to this Contract, and no mention of the House as a customer shall be made by the Contractor without prior written approval of the Contracting Officer. This restriction applies to all media, including corporate and social web sites.
- (b) House Seal. The Contractor shall not use the House seal under any circumstances whatsoever in any of its materials.

H.9 Affirmation of Non-Disclosure

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this Contract shall sign an "Affirmation of Non-Disclosure," which can be obtained from www.house.gov by clicking on Doing Business with the House, then click on Reference Documents prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.10 Information Security

All Contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (HIR), are subject to the rules, regulations, and sanctions outlined in House Information Security Policies (HISPOLs). Any HISPOLs relevant to this requirement may be obtained by contacting the Contracts Specialist assigned to this contract.

Contractor personnel must be eligible for a Federal government security clearance if access to Confidential Business Information or Confidential House Information (as are defined in HISPOL 002.0) is required. Individual House Offices or CAO Business Units may require an Office of Personnel Management (OPM) Extended Background Investigation or other security clearance, as deemed necessary. In addition, Contractor personnel must not remove Confidential Business Information or Confidential House Information from the Capitol campus.

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All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Office.

H.11 Delegation of Authority

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer (CO), U.S. House of Representatives (House).

H.12 Compliance with Emergency Procedures

For Contractors working in House spaces, the Contractor agrees to post in all work areas an Emergency Evacuation Plan provided by the COR and to instruct all of its employees regarding their obligations to follow such plans. Additionally, the Contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House. The Contractor must also prominently post additional evacuation plans as requested by the House. In the event of a fire or other emergency, the Contractor will ensure that it will provide notice to the Capitol Police by calling 911 from a House phone.

H.13 Compliance with all Laws

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by Contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by Contractor of items which do not meet the requirements of any applicable laws or regulations.

H.14 Incidental Services, Travel, and Expenses

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the Contractor.

H.15 Severability

The Contractor and the House agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract terms and conditions shall remain in full force and effect.

H.16 House Furnished Equipment

(a) Contractor Responsibility

- (1) The Contractor shall be directly responsible and accountable for all House equipment. This includes House equipment in the possession or control of a Subcontractor. The Contractor shall establish and maintain a system to control, protect, preserve and maintain all House equipment. This equipment control system shall be written or maintained in electronic format. The system shall be reviewed and, if satisfactory, approved in writing by the COR.

- a. All equipment which operates on electricity or natural gas must be Underwriter's Laboratory listed or Factory Mutual Association approved, or otherwise be rated for the appropriate use by a Nationally Recognized Testing Laboratory. All equipment shall be Energy Star rated where applicable. Labeling of component parts does not constitute an overall approval of a piece of equipment.

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- b. All equipment placed under hoods owned and operated by the AOC must be placed properly and with the approval of the AOC Fire Marshal Division, or the Central Staff's or jurisdiction's Fire Protection Engineer.
 - c. Any electrical equipment utilized in the vicinity of water or damp locations must be equipped with a Ground Fault Interrupter, or be plugged into a Ground Fault Interrupter Circuit.
 - d. No equipment shall be used for any other purpose other than that for which it is designed and tested to be used.
 - e. The House will provide telephone equipment at Contractor's expense.
- (2) The Contractor will be responsible for the control of House Equipment upon:
 - a. Delivery of House Equipment into its custody or control;
 - b. Delivery when equipment is purchased by the Contractor and the contract calls for reimbursement by the House. (This requirement does not alter or modify contractual requirements relating to passage of title);
 - c. Approval of its claim for reimbursement by the House or upon issuance for use in contract performance, whichever is earlier, of equipment withdrawn from Contractor-owned stores and charged directly to the contract;
 - d. Acceptance of title by the House when title is acquired pursuant to specific contract clauses or as a result of change orders or contract termination; and
 - e. Acceptance of title by the House when an item constructed or fabricated by the Contractor is completed.
- (3) The Contractor will require Subcontractors provided with House Equipment under the prime Contract, to comply with the requirements of Section H. Procedures for assuring Subcontractor compliance shall be included in the Contractor's equipment control system.
- (4) The Contractor shall maintain the sanitation of the food service facilities to meet the most recent revision of the Food and Drug Administration Food Code. Contractor shall establish and maintain cleaning plans and sanitizing plans for all areas. MSDS information for all chemicals used shall be provided once a year to the COR. New and updated MSDS information will be provide to the COR as it becomes available.
- (5) The Contractor must maintain and make available the records for distribution of House provided keys. The Contractor shall furnish the COR all necessary data to substantiate any request for additional keys.
- (b) Responsibility for Maintaining Records.
 - (1) The House will provide the Contractor with a list of the House Equipment which the Contractor will verify and approve.
 - (2) The Contractor is to notify the COR any time a piece of House-owned equipment
 - a. Is permanently removed from service;
 - b. Relocated to another facility;
 - c. Removed or /returned from service for repair.
 - (3) The Contractor will provide the House with a list of the Contractor-Owned Equipment which the House will verify and approve.
 - (4) The Contractor must maintain records for Contractor-Owned Equipment valued in excess of \$500 which shall include but not be limited to:
 - a. Maintaining the supporting documents required for their records;
 - b. Preserving a proper audit trail/inventory on all Contractor-owned equipment;
 - c. Ensuring that the status of the equipment in their possession is correctly specified.
 - (5) The Contractor will maintain an equipment control system that shall contain a system or technique to locate any item of Contractor-Owned Equipment within a reasonable period of time.
 - (6) The Contractor's equipment control records will provide the following basic information for all Contractor

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equipment in excess of \$500.

- a. Vendor or supplier from which the equipment was obtained;
- b. The quantity received or fabricated, issued and on hand;
- c. Unit price to include all costs required to place the item into service;
- d. The location;
- e. Current disposition;
- f. The acquisition date, date of installation and date of removal.

- (7) The Contractor shall maintain hazardous materials communication plans and records. These documents are to include the special handling of vomitus, blood, and other potential pathogens. Documents shall be submitted to the COR and the Office of the Attending Physician prior to the commencement of service under this contract.

H.17 Protection of Government Buildings, Equipment and Vegetation

The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

H.18 Transmission of Drawings/Specifications

Due to security issues, the Contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Contracting Officer.

H.19 Delivery Vehicle Inspection Requirements

- (a) All vehicles and contents used by the Contractor or his/her Subcontractors which enter or leave United States Government property during performance of work under this Contract will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.
- (b) U.S. Capitol Police Off-Site Delivery Center - All vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway, S.W., for inspection before proceeding to the Capitol Building via the North Barricade on Constitution Avenue, N.E., the loading dock of the Ford House Office Building on Virginia Avenue, S.W., or the Delaware Avenue, S.W. access point for the Rayburn, Longworth, and Cannon House Office Buildings' loading docks. See Attachment, Section J.13.

H.20 House Mandatory Training

It may be required at certain times for Contractor employees to attend mandatory training (e.g. S'cape Hood Training) sponsored by the House. Such training may take about an hour or less and will be coordinated with the COR to minimize disruption to services.

H.21 House Furnished Services

- (a) The House will provide the following necessary utilities and services: electricity, steam, heat, air conditioning, hot and cold running water, ventilation, pest control, and trash/waste disposal from designated locations (does not include grease removal). Contractor shall comply wherever possible with established procedures and contracts in place for supporting House recycling efforts. The Contractor shall request copies of and report information as required to comply with these procedures whenever possible. Contractor to coordinate recycling efforts with the House.
- (b) The House will not guarantee the uninterrupted provision of utilities and services except to insure that all reasonable and diligent efforts will be pursued in restoring the service, when it is interrupted. The House will not be liable for product or revenue loss which may result from interruptions or failure of the above services.

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(c) The House will provide all illumination of the food service areas, including the replacement of light bulbs in all light fixtures requiring re-lamping.

(d) See Operational Responsibility Matrix in Attachment J.11, for additional information.

H.22 Subcontractors

The Contractor shall be responsible for flowing down all terms and conditions of this Contract to its subcontractors and suppliers. The Contractor shall obtain prior written consent from the Contracting Officer prior to subcontracting any part of this Contract. Award of a contract resulting from an offer proposing a specific subcontractor shall constitute approval for use of that subcontractor, but in all respects, the prime Contractor shall remain responsible for performance under the contract.

H.23 Notification of Changes

No directions or changes to the scope of the contract shall be accepted by the Contractor without the written consent of the CO. If the Contractor feels that it is being directed to act or perform otherwise, the Contractor shall immediately notify the CO or CS for action.

H.24 Phase-In and Phase-Out Plans

(a) Phase-In. On the initial day of performance, the Contractor shall provide a workforce which is fully qualified and capable of performing all work required under this contract. The Contractor shall submit an implementation/start-up schedule and action plan indicating the steps required from the date of award of the contract through and including the first 90 calendar days of operation. Provide the names, titles and roles of all individuals that will represent your company during the transition period. Use the following schedule as the basis of this implementation/start-up plan noting that the timeline is subject to change in all areas:

- (1) May 2015 – Contract Award(s)
- (2) May to August 2015 – Transition
- (3) August 10, 2015 - House new food service begins

(b) Provide a complete description of the company resources that will support House operations, i.e., company representatives above and beyond the resident general manager. Provide the names, titles and responsibilities of each of these individuals.

(c) The Contractor shall ensure, during phase-in activities, that there is no interference with current Contractor activities and that discussions with current Contractor employees while they are on duty are coordinated with the current Contractor. The Contractor shall coordinate all visits in advance and arrange to be accompanied by the COR, and the Contractor's activities shall be confined to those which can only take place prior to the contract period.

(d) Phase-Out. The Offeror shall present in its proposal a detailed plan for phasing-out operations, regardless of reasons for the expiration of the contract. The phase-out plan shall include:

- (1) Provisions for completion of appropriate Contractor responsibilities should there be a contract termination proceeding including:
 - a. Submission of final commissions;
 - b. Submission of final reports;
 - c. Return of any other House-owned property not turned over to the new vendor (example, House ID badges);
 - d. Procedures for minimizing impact on performance in compliance with standards in the contract;
 - e. Procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract;
 - f. Detailed description on how responsibility and accountability will be relinquished for all House furnished equipment. At the end of the contract period, the Contractor shall coordinate all activities with the follow-on Contractor and/or House employees to effect a smooth and orderly transition. The Contractor shall remove all Contractor-owned equipment, food and supplies not transferred to an incoming Contractor or the House, as well as all tools, parts and belongings from the House furnished spaces by midnight on the last day of the contract;
 - g. All House owned food service equipment and spaces under the direct control of the Contractor shall be left in the clean, functional condition received upon contract commencement allowing for normal wear and use;

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h. The phase-out period shall take no longer than 30 days from the expiration of the contract.

H.25 Employee Retention

Any successor contractor will be required to retain the employees of the current contractor for a period not to exceed 90 days from the contract start date, anticipated to be August 10, 2015.

(End of Section H)

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Section I – Contract Clauses

I.1 Authorized Changes Only by the Contracting Officer

- (a) Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this contract, shall constitute a change under this contract.
- (b) The Contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- (c) The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the Contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 Observance of Laws

- (a) In connection with the performance of work under this contract, the Contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- (b) The Contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.3 Disputes

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the receipt of such copy, the Contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The Contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 Availability of Funds

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the Contracting Officer for this contract.

I.5 Release of Claims

After completion of work, and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the United States arising out of this Contract, other than claims specifically excepted from the operation of the release.

I.6 Order of Precedence

In the event of an inconsistency between portions of this Contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other clauses of this Contract, whether incorporated by reference or otherwise.

I.7 Tax Exemption

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

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I.8 Gratuities

The underlying contract or any order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.9 House Rules

This Contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

I.10 Liability of the House

Consistent with the Federal Tort Claims Act, as amended (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.11 Liability of the Contractor

Contractor assumes all risk of loss of or damage to any property of the House entrusted to Contractor while in Contractor's possession or otherwise under Contractor's control. In the event of loss or irreparable damage, Contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by Contractor at Contractor's expense.

I.12 Indemnification

The Contractor agrees to indemnify and hold harmless the CAO, the Client, the House, and the officers, employees and agents of the CAO, the Client and the House, from and against any and all lawsuits, claims, damages, losses, liabilities and expenses, including court costs and reasonable fees and expenses of attorneys and other professionals (collectively, "Losses"), including any Losses arising out of or resulting from:

- (a) any third party claim against the CAO and/or the Client and/or the House for patent, copyright, trademark or other intellectual property right infringement;
- (b) any action by a third party that is based on any negligent act or omission or willful conduct of the Contractor or officers, employees or agents of the Contractor and which results in
 - (1) any bodily injury, sickness, disease or death,
 - (2) any injury or destruction to tangible or intangible property, or
 - (3) any violation of any statute, ordinance or regulation; and
- (c) any breach or alleged breach by the Contractor of this Contract.

I.13 Time

Unless otherwise stated herein, all reference to days shall refer to calendar days.

I.14 Novation and Assignment of Claims

- (a) Novation. Neither this Contract nor the obligation of the Contractor to perform hereunder shall be assigned or delegated by the Contractor without the Contracting Officer's consent.
- (b) Assignment of Claims. The Contractor or its assignee may not assign its rights to receive payment due under this Contract to a bank, trust company or other financing institution, including any Federal lending agency, without giving prior written notice to the House and obtaining written consent from the House.

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Neither this order nor the obligation of Contractor to perform hereunder shall be assigned or delegated by Contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from Contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of Contractor and notwithstanding the House's act of accepting or paying for any shipment or similar act of the House.

I. 15 Suspension and Debarment

- (a) Suspension of a Contractor temporarily disqualifies that Contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.
 - (1) When the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the firm immediately by certified mail, return receipt requested:
 - a. That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
 - b. That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
 - c. Of the cause(s) relied upon for imposing suspension;
 - d. Of the extent and effect of the suspension; and
 - e. That, within 30 days after receipt of the notice of suspension, the Contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
 - (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
 - (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- (b) Debarment refers to action by the CAO to exclude a Contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
 - (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.
 - (2) A notice of proposed debarment shall be issued by the contracting officer advising the Contractor and any specifically named affiliates, by certified mail, return receipt requested:
 - a. That debarment is being considered;
 - b. Of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based;
 - c. Of the cause(s) relied upon for proposing debarment;
 - d. Within 30 days after receipt of the notice, the Contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
 - e. Of the effect of the issuance of the notice of proposed debarment; and
 - f. Of the potential effect of an actual debarment.

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- (c) In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the Contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (1) Referring to the notice of proposed debarment;
 - (2) Specifying the reasons for debarment;
 - (3) Stating the period of debarment, including effective dates; and
 - (4) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the Contractor are justified.
- (d) The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the Contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

I.16 Buy American Act

Unless otherwise specified in this Contract, goods and equipment acquired hereunder shall be the growth and manufacture of the United States, provided such goods and equipment, as measured by cost of components, can be procured upon as good terms as to quality and price as are demanded for like items of foreign growth and manufacture.

- (a) As used in this clause and the clause of this solicitation entitled "Buy American Act Certification," the following definitions apply:
- (1) "Component" means an article, material or supply incorporated directly into an end product.
 - (2) "Cost of components" means:
 - a. for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - b. for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described item a (ii) (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - (3) "Domestic end product" means:
 - a. an unmanufactured end product mined or produced in the United States; or
 - b. an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected and prepared for processing in the United States is considered domestic.
 - (4) "End product" means those articles, materials and supplies to be acquired under the Contract for House use.
 - (5) "Foreign end product" means an end product other than a domestic end product.
- (b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

I.17 Stop-Work Order

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work

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stoppage. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this Contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 calendar days after the end of the period of work stoppage, provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.18 Termination

Relative to termination of the contract, it is mutually agreed:

- (a) **Cure Notice Process**
If Contractor shall default in the performance of this Contract for a period of (i) seven (7) days, if a payment default, or (ii) thirty (30) days, for a default other than payment, then after written notice by the House, or if the default be other than the payment of money and be of such nature that it cannot be cured within such thirty (30) day period, and if the Contractor shall not thereafter have proceeded to remedy such default, the House may terminate this Contract by giving the Contractor written notice of such termination.
- (b) **Termination For Default**
The CO may terminate this contract at any time, in whole or in part, in the event of breach by the Contractor. The House reserves the right to cancel all or any part of the undelivered portion of this contract, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.
- (c) **Termination For Convenience**
The House has the right to terminate this order in whole or in part at any time with 60 days written notice to the Contractor.
- (d) If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with this Contract and in effect on the date of the Contract. Contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions.
- (e) Upon termination (including expiration) the Contractor shall:
 - (1) Surrender all employee identification cards, decals, keys, etc. issued by the House, for all Contractor representatives and employees on the effective date to COR.
 - (2) Complete satisfactory settlement of all customer complaints and claims.

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- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor, at a minimum 120 days, phase-out, phase-in.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the House and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-owned equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may order Contractor's property to be removed and at Contractor's expense. If the Contractor fails to act, this contract authorizes the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

I.19 Patent Infringement

The Contractor warrants that the products, in the form delivered to the House, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify the House against such infringement liability based upon the House's possession thereof without alteration.

I.20 Specific House Training

The Contractor will work with the House to develop specific training on House or CAO policies, procedures, etc. This training, or any subsequent manuals or multimedia that are written or produced, will become part of the ongoing Contractor staff development, and a part of the orientation process for all new hire under this contract.

I.21 Fire and Civil Defense Drills

The Contractor shall notify the respective fire response unit as specified in the emergency action plan. All Contractor personnel shall be organized and trained to participate in fire and safety drills as specified in the emergency action plan.

I.22 Accident Prevention and Safety and Health Programs

- (a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- (b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- (c) The Contractor shall bring to the attention of the House any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the House, and if the area is deemed a permit-required-confined space, additional protective measures will be needed, per OSHA requirements.
- (d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor, formalizing the specifics of the verbal stop work order.
- (e) The Contractor shall not be entitled to any equitable adjustment of the Contract price or extension of the performance schedule on any stop work order issued under this clause.
- (f) Any Contractor's staff that creates or allows a significant safety hazard or health hazard to occur will upon request be removed by the Contractor from the House premises. Removal does not mean termination.

I.23 Warranty of Services

Definition. "Acceptance", as used in this clause, means the act of an authorized representative of the House by which the House assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

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- (a) Notwithstanding inspection and acceptance by the House or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 calendar days. This notice shall state either:
- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the House does not require correction or re-performance.
- (b) If the Contractor is required to correct or re-perform, it shall be at no cost to the House, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the House thereby, or make an equitable adjustment in the contract price.
- (c) If the House does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.24 Contingency Plan

The Contractor must write and maintain a viable emergency operations plan ensuring continued food service operations during disruptive events. This plan, subject to approval by the House, must ensure adequate staffing, food supply, preparation, and distribution. The Contractor must have two days of inventory available to provide limited menu service in the event of a power outage or weather related situation that prevents regular deliveries. The Contractor must submit a Contingency Plan for evaluation (see Section L.3.1.1(v)(4)).

The Contractor must exercise and update this plan at least annually in coordination with the House.

(End of Section I)

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

House Exhibits

- J.1 Price Guide
- J.2 Sales History
- J.3 Food Service Stations Summary
- J.4 MDR Weekend and Evening Service History
- J.5 Hallway Policy
- J.6 MDR Menus
- J.7 House Furnished Food Service Equipment
- J.8 House Furnished Audio Visual Equipment
- J.9 MDR General Policies and Procedures
- J.10 House Building Commission Regulations
- J.11 Operating Responsibility Matrix
- J.12 Outline of Reports for Submission and Examples
- J.13 U.S. Capitol Police Off-Site Inspection Center Instructions
- J.14 Current Vending Machine Types, Locations and Sales History
- J.15 House Inventory of Catering Equipment
- J.16 Staffing
- J.17 Financial Projections
- J.18 Food Consultant Report

(End of Section J)

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 GENERAL REQUIREMENTS

Offerors shall be individuals, partnerships, corporations or other businesses regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to ensure satisfactory completion of the requirements set forth in the Statement of Work, Section C, and who have established a satisfactory record of past performance on the same or similar type of work. Offerors shall, if requested by the Contracting Officer, promptly furnish any information that the Contracting Officer may consider necessary to establish their competency for the work. Offeror certifies by submission of this proposal that it has not publicly or privately colluded with any other Offeror to fix prices or conditions of the Offer or resultant contract(s).

K.2 FINANCIAL INFORMATION

K.2.1 The Contractor shall furnish the company's Dun and Bradstreet (DUNS) number. In the event that insufficient information is available through Dun and Bradstreet to make a full assessment and determination of the Contractor's financial strength and standing, the House reserves the right to obtain audited financial statements for the most recent three (3) years for which audited financial statements exist. If the Contractor does not possess audited financial statements, the Contractor may submit copies of Balance Sheets, Profit and Loss Statements, and tax returns for the same period.

K.2.2 If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(a) An Offeror may obtain a DUNS number

- (1) Via the internet at <http://fedgov.dnb.com/webform> or if the Offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (2) If located outside the United States, by contacting the local Dun and Bradstreet office. The Offeror should indicate that it is an Offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(b) The Offeror should be prepared to provide the following information:

- (1) Company legal business;
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized;
- (3) Company Physical Street Address, City, State, and ZIP Code;
- (4) Company Mailing Address, City, State and ZIP Code (if separate from physical);
- (5) Company Telephone Number;
- (6) Date the company was started;
- (7) Number of employees at your location;
- (8) Chief executive officer/key manager;
- (9) Line of business (industry); and
- (10) Company Headquarters name and address (reporting relationship within your entity).

Enter Offeror's Dun and Bradstreet Number: _____.

K.3 SYSTEM FOR AWARD MANAGEMENT

K.3.1 Prospective Contractors shall be registered in the Systems for Award Management (SAM) database (www.sam.gov) prior to award of an order or agreement, except for

- (a) Purchases that use a Government-wide commercial purchase card as both the purchasing and payment mechanism, as opposed to using the purchase card only as a payment method;
- (b) Classified contracts when registration in the SAM database, or use of SAM data, could compromise the safeguarding of classified information or national security;
- (c) Contracts awarded by Contracting Officers in the conduct of emergency operations, such as responses to natural or environmental disasters or national or civil emergencies.

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(d) Contracts to support unusual or compelling needs.

K.3.2 Definitions. As used in this clause

- (a) “System for Award Management (SAM) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.
- (b) “Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- (c) “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.
- (d) “Registered in the SAM database” means that

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active.” The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

K.3.3 By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

K.3.4 The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the Offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

K.3.5 If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

K.3.6 Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

K.3.7 The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the House’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates to its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this order and is not a substitute for a properly-issued contractually binding document.

K.3.8 (a) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the order), or has transferred the assets used in performing the order, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (a) change the name in the SAM database; (b) comply with the requirements of the House Novation Agreement; and (c) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(b) If the Contractor fails to comply with the requirements of paragraph (1) of this clause, or fails to perform the agreement at paragraph (1)(c) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be non-responsive and ineligible for award.

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K.3.9 Offerors and Contractors may obtain information on registration and annual confirmation requirements at www.sam.gov.

K.4 INSURANCE INFORMATION

Offeror shall submit with its proposal a Certificate of Insurance demonstrating its compliance with the minimum insurance requirements as defined herein.

K.5 ELIGIBILITY FOR AWARD

K.5.1 By submitting a proposal in response to this solicitation, the Offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been debarred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the Offeror within a three year period preceding this offer, been convicted of or had a civil judgment rendered against it for:

- (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract;
- (b) Violation of federal or state antitrust statutes relating to the submission of offers; or
- (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

K.5.2 The Offeror also certifies that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this provision.

K.5.3 Offerors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these Contractors, unless the Contracting Officer determines that there is a compelling reason for such action. Offerors debarred, suspended, or proposed for debarment are also excluded from conducting business with the House as agents or representatives of other Contractors.

K.5.4 Offerors included in the EPLS (Excluded Parties Listing Service, accessed through the System for Award Management (SAM), www.sam.gov) as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. The House shall not solicit offers from, award contracts to, or consent to subcontracts with these Contractors under those conditions and for that period. The EPLS includes the following:

- (a) Names and addresses of all Contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule, with cross-references when more than one name is involved in a single action;
- (b) Name of the agency or other authority taking the action;
- (c) Cause for the action or other statutory or regulatory authority;
- (d) Effect of the action;
- (e) Termination date for each listing;
- (f) DUNS No.;
- (g) Social Security Number (SSN), Employer Identification Number (EIN), or other Taxpayer Identification Number (TIN), if available; and
- (h) Name and telephone number of the agency point of contact for the action.

K.5.5 Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties.

K.5.6 After the opening of bids or receipt of proposals, the Contracting Officer shall:

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- (a) Review the EPLS.
- (b) Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of bids, and rejected unless the Contracting Officer determines in writing that there is a compelling reason to consider the bid.
- (c) Proposals, quotations, or offers received from any listed Contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed Offeror during a period of ineligibility, unless the Contracting Officer determines, in writing, that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Contracting Officer may, but is not required to, consider such proposals, quotations, or offers.
- (d) Immediately prior to award, the Contracting Officer shall again review the EPLS to ensure that no award is made to a listed Contractor.

K.6 PERIOD FOR ACCEPTANCE OF PROPOSAL

In the event the Offeror receives award of this contract, the award shall be based on the prices set forth in its proposal, provided that the House makes the award of the contract by May 12, 2015.

K.7 AUTHORIZED COMPANY OFFICIALS

The Offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this solicitation. Please provide the following information:

Name	Title	Telephone Number	E-Mail Address

K.8 BUY AMERICAN ACT CERTIFICATION

- (a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause H.16 of this solicitation entitled "Buy American Act."

- (b) Foreign End Products:

End Product	Country of Origin

K.9 GENERAL SERVICES ADMINISTRATION SCHEDULE OR GOVERNMENT-WIDE ACQUISITION CONTRACT CERTIFICATION

For Offerors that have a federal contract for the services required in this solicitation (*e.g.*, GSA or GWAC), please state the contract number, pertinent GSA Special Item Number(s) (SINs) or Contract Line Item Number(s) (CLINs), as applicable, and contract end date, as well as current contact information (name, title, phone number and e-mail address if available) of the Contracting Officer for that contract.

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Federal contract number: _____ Contract End Date: _____
SINs or CLINs with Description: [List as necessary]

Federal Contracting Officer Name: _____
Federal Contracting Officer Telephone Number: _____
Federal Contracting Officer E-Mail Address: _____

K.10 SIGNATURE

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

(End of Section K)

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 FORMAT AND CONTENT OF PROPOSAL

- (a) Offerors shall submit proposals in sufficient detail to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the proposal conforms to the solicitation and is the most advantageous to the House when all relevant factors are considered. Offerors shall submit information in a clear, concise, factual and logical manner. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals and proposals that emphasize marketing information at the expense of substantive responses to House requirements.
- (b) Proposals that do not address all of the elements and requirements of the solicitation may be disqualified from further consideration.
- (c) The specific evaluation criteria are found in Section M. Detailed instructions regarding the information the House requires in order to evaluate proposals are included in Section L.
- (d) It is the Offeror's responsibility to carefully read, understand and comply with all solicitation instructions. Failure to comply with solicitation instructions is solely at the Offeror's risk.
- (e) The House reserves the right to require a performance bond.

L.2 QUALIFICATION REQUIREMENTS

- (a) Submit the SOLICITATION, OFFER AND AWARD Form with blocks 10 through 15 completed.
- (b) All Offerors will be required to submit proposals to include the following information concerning the company background:
 - (1) Legal name of the company.
 - (2) Organizational diagram and biographies for officers.
 - (3) Detailed business history.
 - (4) Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
 - (5) Substance abuse policy and/or drug free work place policy and procedures, if applicable.
 - (6) Equal opportunity policy and compliance with House standards.
 - (7) Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
 - (8) Key point of contact (POC) list and telephone number.
- (c) A Past Performance Project List identifying at least three projects within the last three years for which the Offeror has provided services relevant to the services required by this solicitation. Also, provide a list of at least three projects that the Offeror no longer provides services for. These Project Lists shall include:
 - (1) Name of the entity for which services were provided;
 - (2) Contract and/or task order number;
 - (3) Brief description of the services provided; and
 - (4) Current telephone and e-mail address of the person with principal responsibility for monitoring the services provided (*e.g.*, the Contracting Officer's Representative (COR) for a federal government agency).
- (d) A Performance Project List identifying five current clients for which the Offeror is providing services relevant to the services required by this solicitation. Include the contact information for the person who has ongoing, first-hand knowledge of the Contractor's performance. Include and identify a list of accounts lost within the last three years and the reason(s) for the losses. Include contact information for the person having first-hand knowledge of the Contractor's performance.

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- (e) Submit completed Section K of this RFP, Representations, Certifications, and Statements of Offerors. (Note: Online Representations and Certifications filed by federal government Contractors for the executive branch are not required);
- (f) Provide verification of its ability and commitment to provide adequate funding. A prospective Offeror will be required to demonstrate its financial capacity to fund its proposed capital investment plus all transition and pre and post opening costs including proposed remodeling/renovation and/or capital investment required for any of the facilities if part of the Offeror's proposal. The funding must be in the form of either documentation verifying the Offeror's private capital or an unconditional, formal and binding letter of commitment from a commercial lender or third party. Funds not currently on hand, but which are confirmed in writing with Offeror's proposal to be available at commencement of contract term, may be acceptable. The Offeror must provide documentation that the necessary funding will be available. In the case of a public corporation, an original, notarized letter signed by an officer of the company that represents that company's finance committee or whatever entity (executive committee, board of directors, etc.) that has the authority to authorize this expenditure will satisfy this requirement.

L.3. PROPOSAL FORMAT

L.3.1 Part I - Technical Proposal

- (a) Provide a Table of Contents reflecting Part I and Part II and sub-sections as follows. The Table of Contents and all pages should be numbered.
- (b) Part I – Technical Proposal should be divided as follows:
 - (1) Executive Summary
 - (2) Operational Plans and Proposed Services*
 - (3) Attachments

*Each section of Part I – Technical Proposal (Operational Plans and Proposed Services) should be subdivided with responses provided for each individual outlet that the Offeror is proposing on (restaurant, cafeteria, convenience store, etc.) in the same order detailed in Section C – Descriptions and Specifications of the RFP.

L.3.1.1 Part I – Technical Proposal – Executive Summary - Provide a comprehensive summary of your entire proposal in a bullet-point format. The Executive Summary should provide condensed highlights of your proposal in sufficient detail for the reader to fully understand the scope and intent of your proposal and should not exceed 20 pages. Clearly identify the outlets for which you are proposing and identify the major differences between what you are proposing and the current food service operation as it exists today. This document should be suitable for review by the senior management and Members of Congress and should provide the reader with an overview of the proposed services. This document should not include or reference any aspect of the Offeror's financial proposal.

L.3.1.2 Part I – Technical Proposal - Operational Plan and Proposed Services

- (a) This section of the technical proposal should include, but is not limited to, the following elements:
 - (1) Concept and operating description
 - (2) Creativity and imagination in all areas, including innovative/creative opportunities/ideas
 - (3) Renovation and capital investment where needed
 - (4) Organizational structure in support of specific needs
 - (5) Menus, products, portions, merchandise and services to be offered
 - (6) Price schedules, pricing policies, and three-tier price points
 - (7) Transition strategy
 - (8) Employee staffing and training plans
 - (9) Experience of proposed onsite management
 - (10) Customer service
 - (11) Alignment to the House needs and goals
 - (12) Marketing, promotion and advertising strategies
 - (13) Quality assurance
 - (14) Equipment and facility sanitation practices

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(b) The Offeror's proposal should have sub-sections as indicated below. These sections below are the sections of the Section C Statement of Work.

- (1) Food Service Requirements (Section C.2.2)
- (2) Customer Service Experience (Section C.2.3)
- (3) Food Service Outlets and Hours of Operation (Section C.2.6)
- (4) Food Services (Section C.2.7)
- (5) Members' Dining Room (Section C.2.8)
- (6) Catering Services (Section C.2.9)
- (7) Alcoholic Beverage Service (Section C.2.10)
- (8) Vending (Section C.2.11)
- (9) Cashless Systems (Section C.2.12)
- (10) Renovations, Remodeling and Capital Investments (Section C.3)
- (11) Menus (Section C.4.1)
- (12) Menu Prices (Section C.4.2)
- (13) Food Variety and Cycle Menus (Section C.4.4)
- (14) Quality Standards (Section C.4.5)
- (15) Merchandising, Marketing and Displays (Section C.4.6)
- (16) Sanitation and Food Safety (Section C.5)
- (17) Personnel and Related Activities (Section C.6)
- (18) Technology (Section C.7)
- (19) Emergency Operations Plan (I.24)

(c) Food Service Requirements (Section C.2.2)

- (1) Proposals are welcomed and encouraged from local, regional and national foodservice Contractors, caterers and vending operators who can demonstrate the ability and flexibility to meet or exceed the House foodservice related goals.
- (2) Contractors are to describe the concept of "value" as it relates to food service operations and specifically explain how the Contractor plans to bring value to the House if awarded one or more food service contracts. Anecdotal evidence and documented successes are preferable to rhetoric, platitudes and promises.

(d) Customer Service Experience (Section C.2.3)

- (1) Provide details of Offeror's approach, including sample documents, to establishing and maintaining high customer service standards. Identify customer service programs covering the entire food service, convenience store, catering and other services on Capitol Hill, including the Offeror's approach to accountability for service delivery standards. Describe how you will provide the results from these activities at least monthly to the House.
- (2) Describe any techniques you plan to employ to make the dining experience positive and meaningful for the customer.

(e) Foodservice Outlets and Hours of Operation (Section C.2.6)

For each outlet the Offeror is proposing on, provide the following information:

- (1) Include proposed name of location if different than current.
- (2) Provide detailed written description of the proposed concept and operation for all relevant meal period operations (breakfast, lunch, and dinner) and a detailed written description of the proposed merchandising concept for the operations including illustrative sketches, renderings, floor plans or photos of similar Contractor operations.
- (3) Indicate Offeror's ability to provide menus, promotional material, etc. that will be posted on the Contractor's web site and related social media vehicles.

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- (4) Confirm that the Offeror will meet the core hours of operation as shown in Section C.2.6. If the Offeror is proposing additional or adjusted hours of operation, the proposed schedule should be provided along with a discussion of the proposed change(s) and the benefits the Offeror anticipates from the revised schedule.
 - (5) Describe food preparation methods (e.g., on-site cooking with fresh ingredients, off-site preparation, etc.).
 - (6) Describe plan for maintaining clean and orderly dining rooms.
 - (7) Describe any proposed cosmetic changes, including merchandising, marketing, point of purchase displays, uniforms, etc. and include the total capital cost your company will be allocating for each facility. This does not include major renovations.
 - (8) Describe your company's commitment to resource conservation measures that you will use at the House. Address topics such as food waste or leftovers, cardboard, mixed paper, plastics and recyclables and conservation of energy and water.
 - (9) Offerors must propose name-branded franchises in the House facilities or other innovative concepts for delivering the services set forth in this contract. Describe any branded programs your company proposes to use. The Offeror shall submit a business plan and include the proposed venue layout and designs to fit the concept's scheme. The Offeror shall also include a proposed operations plan to include a vendor and proposed layout. Financial responsibility of proposals and tenant build-out for subcontracted vendors shall belong to the Offeror.
 - (10) Outline your company's plans for dealing with the increasing demands for organic, gluten free and vegan/vegetarian products. Also outline your company's program for identifying food items that include common ingredients that people may be allergic to (nuts, shellfish, MSG, etc.)
 - (11) Address what types of technologies will be incorporated into the food service operations. Examples of technologies to be considered include on-line ordering system, nutritional information calculations, accelerated check out systems utilizing bar or QR codes, debit or affinity card programs. Describe how technology will improve customer service and/or revenues.
 - (12) Address what, if any, frequent customer or loyalty reward programs will be offered and how they will improve the customer's perception of services or revenues.
- (f) Members' Dining Room (MDR) (Section C.2.8)
- (1) Offerors must demonstrate their basic understanding of the operation of the OpenTable/Guestbridge reservation system. The Contractor may, at its own expense, use another reservation system subject to approval by the COR. If the Offeror is proposing another system, please provide identifying information of the system proposed, key features of the system and system operating procedures.
 - (2) The Offeror is to provide proof as to success in managing a restaurant suitable for Members of Congress and their guests with emphasis on meeting or exceeding the service standards set forth in Section C.2.8.2(j).
 - (3) Offerors are advised that the MDR has historically generated an operating loss that has been offset by profits from other locations. The House is requesting that Contractors submit two proposals based on the schedule and details outlined in Section C.2.8.1. Include the specifics of your financial proposal in response to this item.
- (g) Catering Services (Section C.2.9)
- (1) Confirm your understanding and acceptance of catering policy and room assignments with possible alternatives.
 - (2) Describe proposed on-site catering operations and events services. Please address at a minimum the following.
 - a. Breakfast, lunch and dinner
 - b. Receptions
 - c. Food delivery to offices

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- d. Coffee cart services
- e. Meetings
- f. Trade shows
- g. Seminars

- (3) Describe on-site management staffing for catering operations and sales.
 - (4) Provide sample catering menus and prices including service charges for breakfast, lunch and dinner meetings, receptions and formal sit-down dinner events. Catering menu samples should include both custom catering and conference and meeting menus with prices for breakfast, lunch and breaks on a drop-off basis with disposable ware and no staffing, and with a pick up from the catering kitchen or outlet in one or more other buildings.
 - (5) State your capabilities to provide service for simple, low budget meetings to elaborate, high budget/high profile functions, basic meals to intricate receptions, specific ethnic catering such as strictly Kosher, Indian or other cuisine, and small and large groups, etc.
 - (6) Include all terms and conditions applicable to the catering services, not just menu prices. Terms and conditions include but are not limited to minimums, taxes and gratuities, service charges, labor/staff rates/charges, corkage charges, cancellation provisions, etc.
 - (7) Describe your company's ability to post menus on your web site to provide on-line ordering for some events.
 - (8) Describe your proposed method of billing for catering services, payment terms, discounts, if any, etc.
 - (9) Describe the use and availability of local off-site kitchen support, if any. Include the address of the offsite kitchen support and indicate if it is owned by your company or by one of your clients. If client-owned, indicate that your client has approved the use of the kitchen.
 - (10) Describe the source and training of new staff.
 - (11) If any part of catering will be provided through a Subcontractor, provide the name(s) of the firm(s) you will use, address, etc. and describe the role your company will play (operationally and financially).
 - (12) State your history and capabilities to provide event services such as room setups, audio visual setups, trade show productions, etc.
 - (13) Address what types of technologies will be incorporated into the catering operations. An example of technologies to be considered includes on-line ordering and payment systems. Describe how technology will improve customer service and/or revenues.
- (i) Alcoholic Beverage Service (Section C.2.10)
- (1) Provide a description of your company's policies and staff training procedures related to responsible alcoholic beverage service and sales.
 - (2) Indicate if you or your company has ever been involved in litigation related to the service, sale or consumption of alcoholic beverages, and if it has, provide complete details.
 - (3) Indicate if your company has had an alcoholic beverage license suspended or revoked within the past five years and if it has, describe the circumstances and what action your company took to prevent reoccurrence.
- (j) Vending (Section C.2.11)

In Section B and Section J are forms to complete with product selection, pricing and commission structure. Note that your proposal must be submitted for new equipment based on the current number, type of machines, locations, portions, etc. Also, the Offeror may propose contemporary options rather than the implied "replace what we have" scenario. See Attachment J.14 – Current Vending Machine Types and Locations. Provide the following:

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- (1) Description of the equipment, products and variety based on providing new equipment
 - a. Provide equipment brochures. It is mandatory, that all equipment be factory new. All equipment must comply with all applicable regulations covering health, sanitation and safety, including NSF and NAMA.
 - b. List all menu items, prices and portion sizes vended in machines. Limited selections and/or unappealing items will have an adverse impact on the Offeror's proposal. Pricing to be provided as follows: current equipment, pricing and portions, and Contractor proposed equipment, pricing and portions. Use forms in Section J to respond to this item.
 - c. Identify healthy snack items and discuss how the Offeror monitors and manages the number and variety of healthy choice vending selections including publicizing nutritional information on products. Offerors should think beyond traditional vending options to incorporate industry best practices to enhance the offering from vending. Provide details as to how healthy choice items will be identified within each type of machine.
 - d. Machine capacity by product category (i.e., total cans, candy, gum, etc.).
 - e. Confirm bill acceptor on all machines and indicate what denomination of bills will be accepted by the bill acceptor.
 - f. Confirm debit or credit card capability or electronic payment capability for all machines.
 - g. If also bidding on food service, indicate if there will be any tie in to a proprietary debit card program or smartphone application.
 - h. Provide machine color/fronts if available.
 - i. Identify if you are providing decorative treatments in any areas. Provide illustrative rendering, sketches or photos if applicable.
- (2) Describe the method for handling customer refunds.
- (3) Provide a copy of your written policy setting forth the process and procedures for service calls or machine trouble notifications to include guaranteed response times when called for repair or service.
- (4) Describe your policy and practices regarding date-stamping perishable food items and method of rotation.
- (5) Describe policy and procedures regarding employee training and uniforms.
- (6) Describe policy and procedures regarding equipment sanitation and preventative maintenance.
- (7) Describe service vehicles used by your company, whether or not they are refrigerated and the method and equipment used to transport perishable food.
- (8) If any of the food items to be served or sold in your proposal are manufactured by your company and/or using your own commissary, provide information about which items are included. Indicate that the commissary (whether your own or a Subcontractor) is licensed and in full compliance with all local, State and Federal codes and regulations covering such food storage and preparation. Include the address of the commissary that can be visited and a copy of the health department permit for this commissary.
- (9) Describe the policy for replacing vending machines through normal wear and tear and what dollar volume or number of transactions are used as a benchmark before your company replaces machines with new ones and/or to reflect improved and updated technology. Provide a proposed machine replacement schedule based on sales volume or transaction for all machine types.

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- (10) Provide weekly/monthly schedule outlining product replenishment and funds collection frequency for all machines in all locations at all times including weekends. All machines must have funds collected from them at least once a month.
 - (11) Describe the accounting procedures and cash/inventory control to ensure detailed accountability.
 - (12) Indicate that prices will be fixed for the contract term until a price adjustment is approved. The Contractor may propose a price adjustment effective August 2017. See Section C.4.2 and C.4.3 for details.
 - (13) Provide a financial and/or operational explanation for any proposed changes detailed above.
- (k) Cashless Systems (Section C.2.12)
- (1) Describe the use of bank debit cards, credit cards, proprietary debit cards, pay with your smartphone app, etc., at the points of sale. Submit your proposal being sure to indicate if the system will be able to operate if there is an interruption in internet connectivity and what actions you will take in this situation to avoid a slowdown in service.
 - (2) Confirm that your point of sale system will accept all major credit and debit cards.
- (l) Renovations, Remodeling and Capital Investments (Section C.3)
- (1) If your company is proposing renovations, provide proposal(s) for the House services 'As-Is' and with 'Renovations.' If your company is not proposing renovations and capital expenditures for renovations, then no response is requested other than your written indication that you are only proposing 'As-Is' services. Further, if you are proposing to renovate one (1) facility, then your response(s) should only include the facilities where your firm has proposed renovations. The definition of 'renovation' includes physical, permanent improvements to equipment and facilities and does not include cosmetic improvements that can easily be installed and removed.
 - (2) For proposed renovations to any location, include all detailed plans/layouts and sketches/renderings. Provide detailed capital costs your company will pay, and plumbing, electrical, etc., costs, if any, you expect to be paid for or provided by the House. Briefly discuss the benefits of your proposed renovation such as increased customer count, average check, speed of service, variety, etc. Include an estimated timeline indicating how long it will take to complete. Indicate which services will continue to be available during the renovation and if the facility needs to be closed, temporary services you propose during this period. Include a detailed budget of total costs to complete your proposed renovation and confirmation that your company is providing the capital investment.
 - (3) Notwithstanding the previous discussion regarding renovations, the House encourages Offerors to suggest any changes in traffic flow, seating arrangements, etc., that would enhance the dining experience, reduce customer congestion, increase speed of service and make existing spaces more "usable" at minimum or no cost to the House.
- (m) Menus (Section C.4.1)
- (1) Provide sample menus, prices and portions for breakfast, lunch, beverages, desserts and snacks, dinner, etc. Menus should be complete and representative of all proposed food and beverage items (it is not necessary to provide cyclical or multi-week menus, unless such submission best represents Offeror's proposed operation). Pricing to be based on two options: (1) Current menu prices for like items/portions, and (2) Retail (comparable to similar public buildings and food service operations in Washington, D.C. serving similar customer demographics). Use the attached forms listed in Section J.
 - (2) The Offeror shall provide a written procedure or communication for notifying patrons of menu ingredients that may cause allergic reactions to customers and describe how this communication will occur.
- (n) Menu Pricing (Section C.4.2)
- (1) The House is looking for pricing that, when coupled with quality offerings, brings perceived value to the food service experience for customers. Since one size does not fit all at the House, Offerors should be creative yet specific in proposing special offerings, different price points and options that cater to the entire range of House

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customers, incomes and working hours.

- (2) All pricing (menus, vending machine and convenience store) proposed is to be based on 2014 dollars with the assumption that pricing submitted will be used through August 9, 2017.
 - (3) Confirm your agreement that if the House negotiates any exclusive rights agreements with food and/or beverage manufacturers/distributors the Contractor is required to use the contract, products and services covered under such agreement, but shall not incur any financial hardship.
- (o) Food Variety and Cycle Menus (Section C.4.4)
- (1) Sample menus must clearly demonstrate a variety of food items, including healthy food choices. Indicate how frequently menus are updated and the extent of the update.
- (p) Quality Standards (Section C.4.5)
- (1) Provide the Offeror's written Quality Assurance Plan designed to ensure an excellent guest experience. Prior to implementation, these standards will be mutually agreed upon between the Contractor and the House. Mystery shoppers may be included as part of the quality assurance procedures at the discretion of the House.
 - (2) The Quality Assurance Plan must include:
 - a. Total quality assurance process, including quality standards, monitoring and reporting
 - b. Quality reporting to client, including frequency thereof
 - c. Customer satisfaction guarantees and assurances.
- (q) Merchandizing, Marketing, and Displays (C.4.6)
- (1) Offerors should provide a comprehensive Marketing Plan including a Customer Communications Plan with the goal of aggressively driving revenues and making the House food service operation the dining choice among House personnel. The plan should address traditional as well as non-traditional means of communicating with customers including all forms of social media, smart phones, and apps.
 - (2) Provide representative samples of merchandizing and marketing campaigns and promotional displays.
 - (3) Provide a plan for publicizing information such as healthy choice options, nutrition, specials, menu updates, value meals, and other offerings.
- (r) Sanitation and Food Safety (Section C.5)
- (1) Provide a manual covering cleaning and sanitation practices and policies including Hazard Analysis & Critical Control Point (HACCP). Describe procedures for internally daily monitoring compliance of these policies and procedures.
 - (2) Health Department Compliance: Provide details if any Health Department has ever closed any of your foodservice operations, suspended a license to operate or ordered you or your company to a hearing due to any non-compliance issues in all regions of the U.S.
- (s) Personnel and Related Activities (Section C.6)
- (1) Provide an organization chart of on-site management structure covering all services provided by the Offeror. Show reporting relationships for on-site staff as well as the organizational structure and reporting relationships up through the President and/or Chief Operating Officer.
 - (2) Provide a complete description of the company resources that will be in support of House operations, i.e., company representatives above and beyond the resident general manager. Provide the names, titles and responsibilities of each of these individuals. Indicate the level and frequency of interaction these individuals will have with the COR, CS and CO and the accessibility of these individuals to the COR, CS and CO.

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(3) Provide resumes of the prospective on-site management team. Management staff includes:

- a. General Manager, Food Service Operations
- b. Manager, Longworth Cafeteria
- c. Manager, Ford Cafeteria
- d. Manager, Rayburn Cafeteria
- e. Manager, Members' Dining Room
- f. General Manager, Catering
- g. Manager, Vending Operations

(4) Resume content must include, but is not limited to: work history, skills and experience, educational background, and certifications. While it is understood that some of the individuals proposed may change, the individuals included in the proposal should be (1) currently available, interested, experienced and fully capable and (2) individuals that indicate your company's depth and ability to provide highly qualified and experienced senior management for on-site resident positions that closely match the operating criteria.

(5) Identify any consultants or non-employees that your company will use initially and/or on an on-going basis that are not full-time, regular employees.

(6) Describe orientation and training provided for your staff. Describe all training practices that will be applied to operations. A training manual is not necessary, however, a summary statement demonstrating examples of training for management and hourly staff at and for Capitol Hill operations will suffice.

(7) Provide proposed staffing plan including job descriptions and daily hours.

(8) Describe your company's standards and requirements for attire, grooming.

(9) Describe your company's standards for the handling of customers and customer complaints.

(t) Technology (Section C.7)

(1) Offerors should use this section to articulate their application of technology to enhance the food service experience at the House. Technology enhancements include but are not limited to methods for marketing and communicating with customers, ordering, and delivery of food, customer flow and congestion abatement, and payment methods.

(2) Provide a general description of your PCI compliance program and those of any subcontractors.

a. Describe in general how the Point of Sale terminals, credit/debit card readers, proprietary card system and smartphone applications are secured; how they are protected against Point of System malware and intrusions; and, how incidents can be detected if they occur.

b. Describe how customers' credit card and other personally identifiable information is collected and protected.

c. Provide details of your process for addressing incidents if they occur, which must include immediate notification to the COR.

d. Identify the point of contact within your organization who is responsible for information security.

(2) Indicate if there is intent to use a wireless network, and, if so, provide detailed information on the purpose of the network, locations of access points, and security measures implemented.

(u) Disposable Service Ware

(1) Provide specification sheets for all disposable service ware items. As a reminder the House is requiring that no foam products be used.

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- (2) It is not necessary to provide samples of each. However, please have samples of each item available if invited to an interview or upon request.

(v) Other Information

- (1) Submit an implementation/start-up schedule and action plan indicating the steps required from the date of award of the contract through and including the first 90 calendar days of operation. Provide the names, titles, and roles of all individuals that will represent your company during the transition period. See Section H.24.
- (2) Submit a Phase-out plan as detailed in Section H.24(d)
- (3) If your company will use a central commissary, distribution facility, or kitchen for prepared, perishable, non-perishable, fresh or frozen food stuffs, and/or non-consumable supplies, provide details as to what will be provided by your commissary, distribution facility, and/or off-site kitchen including frequency of use and purpose. Indicate if it is licensed and approved by the appropriate local and State governmental agencies. Provide the address of the facility.
- (4) Submit a viable emergency operations plan. See Section I.24.

L.3.2 Part I – Technical Proposal – Attachments

Include any material (i.e. training manuals, checklists, etc.) that directly relates to your proposal at the end of Part I – Technical Proposal. Clearly label each attachment.

L.3.3 Part II -- Financial Proposal and Projections

- (a) Provide a detailed description of proposed commission to the House based on a percentage of total Gross Revenues, based on volume of sales, separately by contract line item number. The goal is to receive the best possible service/value for the House.
- (b) Provide your financial projections using the Excel spreadsheets provided in Attachment J.17 Financial Projections. Do not change or alter the spreadsheets.
- (c) Complete the Staffing Worksheet applicable to your proposal located in Section J, Attachment J.16 Staffing.
- (d) Complete the Price Guide sheets appropriate to your proposal in Attachment J.1, Price Guide, with the items and prices you are proposing for these areas. Please complete the table as shown. These lists should include at least 90 percent of the items that your company will be offering for sale. Selling prices should not include sales tax.

L.4 SUBMISSIONS

- (a) Offeror shall ensure that the proposal is signed in block 12 of the Request for Proposal page (page one of the RFP) by an authorized party, and shall print or type its name and the name of the authorized signatory in the appropriate blocks. An offer signed by an agent should be accompanied by evidence of his or her authority, unless such evidence has been previously furnished to the Contracting Officer. Offerors are reminded not to use the image of the seal of the House of Representatives, or any other seal referenced in Section 713 of Title 18, United States Code, on its proposal.
- (b) Offeror shall submit one (1) original copy to the address in Section A.5a., and one (1) electronic version in MS Word or PDF format, with Excel spreadsheets as appropriate. The proposal is to be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror has the qualifications to meet the House's requirements. The proposal shall be sealed in a suitable container, and all containers shall clearly identify the name of the firm and address and Solicitation #OAM14055S. The electronic version shall be emailed to Christine.stewart@mail.house.gov with a copy to Raymond.griswold@mail.house.gov so that it is received no later than **2:00 PM local time on December 22, 2014**. The subject of the email should include the name of the Offeror and solicitation number OAM14055S. Access to information in any files attached to the response is

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the responsibility of the submitting party. The House is not responsible for any failure to access information. Receipt of the electronic version by email by the due date and time will satisfy the submission deadline requirement. The House shall not accept proposals submitted by fax, courier or hand-delivery. The email shall not exceed 10 MB in size. In the event that the proposal exceeds 10MB, Offeror may submit more than one email, provided that all emails associated with an Offeror's proposal are received no later than the time and date specified above. The hard copy must follow in the mail to be received within five days of the due date.

- (c) The Technical Proposal and Financial Proposal and Projections shall be submitted as separate files.
- (d) A Pre-proposal Conference and Walk-through of House facilities will be Monday, **November 3, 2014, at 8:30 a.m.** Companies are asked to limit participation to no more than four individuals per vendor. Please provide vendor identifying information for the walk-through via email to Christine.Stewart@mail.house.gov no later than **2:00 p.m.** local time **October 30, 2014**. Meeting location and details will be provided upon registration.
- (e) Questions concerning this RFP must be submitted in writing. The deadline for receipt of all questions is Friday, **November 7, 2014**. Questions must be submitted via email to christine.stewart@mail.house.gov with a copy to Raymond.griswold@mail.house.gov. Questions and answers will be published in an amendment to the solicitation and posted to FedBizOpps by Friday, **November 14, 2014**.
- (f) The House may, at its sole discretion, conduct site visits to one or more facilities currently managed by the Offeror. The House is not required to conduct a site visit of all Offerors who submit a proposal in accordance with Section L.3 above.
- (g) The House may, as its sole discretion, request oral presentations from those offerors who are determined to be in the competitive range for award of this contract(s).
- (h) The House may, at its sole discretion, enter into discussions with offerors. If the House elects to enter into discussions with Offerors, the House expects to conduct those discussions from **February 2, 2015 through March 20, 2015**, so Offerors should expect to be available during this period to meet with the House. The House expects to make an award on or around **May 12, 2015**, and will expect that the Contractor and proposed resources that have been accepted by the House will be available to begin the on-boarding process thereafter. Service is to begin Monday, **August 10, 2015**.

L.5 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATION

Offerors shall acknowledge receipt of any amendments to this solicitation requiring the Offeror's signature by signing and returning the amendment as part of its proposal (actual signature required; no electronic signatures or signature stamps), or by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

- (a) Offerors that include in their proposals data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall do the following:

- (1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, an award is made to this Offeror as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting order. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

- (2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

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L.7 LATE SUBMISSIONS AND REVISION OF PROPOSALS

Any proposal or revision to a proposal received by the CO after the time specified for receipt will not be considered.
Proposals may be withdrawn by e-mail or other written notice received at any time before award.

(End of Section L)

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SECTION M -- EVALUATION OF PROPOSALS

M.1 EVALUATION OVERVIEW

- (a) The House intends to make **one or more** awards to the responsible Offeror(s) whose offer(s), conforming to the solicitation, are the most advantageous to the House, commission rate, price and other factors specified in the solicitation considered. Offerors may submit a proposal for any or all of the food service facilities set forth in the Section C – Descriptions and Specifications. If the most advantageous proposal is from the same Offeror, the House will make a single award to that Offeror.
- (b) The House may (1) reject any or all offers if such action is in the public interest and (2) waive informalities and minor irregularities in offers received.
- (c) The House may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
- (d) A written award or acceptance of offer mailed or otherwise, furnished to the successful Contractor within the time for acceptance specified herein, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the House may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the House.

M.2 EVALUATION PROCESS

- (a) The House will conduct a preliminary evaluation of all proposals submitted on a timely basis to determine compliance with RFP requirements and mandatory document submissions.
- (b) After the above review, the House reserves the right to ask Offerors for additional information to clarify a proposal submission.
- (c) The House will evaluate proposals for Qualification in accordance with **Section M.4 QUALIFICATION EVALUATION FACTORS** below.
- (d) The House will evaluate proposals in accordance with **Section M.5 EVALUATION FACTORS**.
- (e) Based on the proposal evaluations, Offerors still determined to be in the competitive range will be invited to orally present their proposals and have a question and answer session. Questions may be submitted to Offerors before the meeting. At the sole discretion of the House, the requirement for oral presentations may be waived.
- (f) As part of the evaluation process, the House also intends to conduct unannounced site visits of Offeror's localities. Site visits are intended to evaluate firsthand all aspects of the Offeror's typical operation, including but not limited to food quality, appearance, customer service, cleanliness, and overall management.
- (g) The House intends to evaluate proposals and award one or more contracts after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror's initial proposal, as described in Sections M.4 and M.5, should contain the Offeror's best terms.
- (h) A number of factors will be considered in the evaluation of each proposal to determine which proposal, if any, is the "Best Value." The factors include:
 - (1) Factor A Company Information and Ability to Finance
 - (2) Factor B Clients/Other Foodservice/Restaurant Operations
 - (3) Factor C Operational Plan and Proposed Services

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(4) Factor D Financial Proposal and Projections

M.3 BASIS FOR AWARD

- (a) For each technical evaluation factor, the Offeror's proposal shall be assigned one of the following ratings:
- (1) **Unsatisfactory** (fails to meet the minimum requirements due to one or more deficiencies for which correction would require major revision or redirection of the proposal);
 - (2) **Marginal** (fails to meet minimum requirements and has one or more deficiencies, but they are correctable without major revisions to the proposal);
 - (3) **Satisfactory** (meets all requirements but offers no significant benefits beyond the stated requirements, yet no deficiencies exist); or
 - (4) **Outstanding** (meets all requirements with no deficiencies, and exceeds the requirements in a beneficial way to the House; weaknesses, if any, are of small impact and no deficiencies exist).
- (b) The ratings shall guide the House in making an intelligent award decision based upon the evaluation criteria. Merely meeting the minimum requirements shall not necessarily result in an award. The House intends to make an award only to that Offeror who, when compared with other Offerors, is the **most** advantageous to the House based on the evaluation factors.
- (c) A rating of **Unsatisfactory** for any evaluation factor will render that Offeror ineligible for an award, and the House need not further evaluate any other factors.
- (d) Factor A (Company Information and Ability to Finance) and Factor B (Clients/Other Foodservice/Restaurant Operations) are of equal importance. During Proposal Evaluation, the scores of Factors A and B will be considered along with Factors C and D to determine an overall proposal score. Factors C and D are of equal importance and when combined are more important than Factors A and B combined.

M.4 QUALIFICATION EVALUATION FACTORS

M.4.1 Factor A - Company Information and Ability to Finance

- (a) The Offeror will be evaluated on the perceived strengths and weaknesses of the Offeror and the extent the proposal demonstrates the resources and capability to provide the required services as identified in the RFP.
- (b) The Offeror must verify its ability and commitment to provide adequate funding. A prospective Offeror will be required to demonstrate its financial capacity to fund its proposed capital investment plus all transition and pre and post opening costs including proposed remodeling/renovation and/or capital investment required for any of the facilities if part of the Offeror's proposal. Funds may be available from the Offeror's private capital (verifiable documents submitted with Offeror's proposal) and/or from a commercial lender or third party with an unconditional, formal and binding letter of commitment included with Offeror's proposal. Funds not currently on hand, but which are confirmed in writing with Offeror's proposal to be available at commencement of contract term, may be acceptable. The Offeror must provide documentation that the necessary funding will be available. In the case of a public corporation, an original, notarized letter signed by an officer of the company that represents that company's finance committee or whatever entity (executive committee, board of directors, etc.) that has the authority to authorize this expenditure will satisfy this requirement

M.4.2 Factor B - Clients/Other Foodservice/Restaurant Operations

- (a) The Offeror will be evaluated on verified years of experience, the quality of such experience and demonstrated ability to perform in a similar type of business. Experience in a similar type food service, for the purposes of this RFP, is defined as, an individual or entity that has been an owner or operator of a multi-unit business/industry food service operation, a multi-unit high volume restaurant group or a multi-unit food service operation in an educational institution with annual retail sales of at least \$10 million. For the purposes of this RFP, a catering operator must have demonstrated experience in providing a wide range of catering and event services both on and off premise of at least \$10 million. Prior work with

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public agencies will also be considered. For the purposes of this RFP, a vending operator must have demonstrated experience in providing vending services in multiple locations. The vending operator must demonstrate they have company sales of at least \$5 million.

- (b) The Offeror will be evaluated on the extent of successful completion of similar services, taking into consideration the degree of client satisfaction. Higher ratings/scores will be given to Offerors whose performance on similar services has exhibited the most success and client satisfaction. In investigating the Offeror's past performance, the House will consider information submitted by the Offeror and may consider information from other sources.

M.5 EVALUATION FACTORS

M.5.1 Technical Evaluation Factor C - Operational Plan and Proposed Services

- (a) The Offeror will be evaluated on the perceived strengths and weaknesses of the proposal and the extent the proposal demonstrates a clear and thorough understanding of the objectives and unique needs of the House as identified in the RFP and the Offeror's commitment to implement the components of the plan in a comprehensive and effective manner to ensure the successful delivery of consistent high quality service.
- (b) Offerors should pay close attention to the submission requirements set forth in Section L to ensure that documentation sufficient to evaluate the Offeror's capability is provided.

M.5.2 Price Evaluation Factor D - Financial Proposal and Projections

- (a) The Offeror will be evaluated on the plan and methodology for calculating and paying commissions, based on Gross Receipts as defined in the RFP in addition to the amount of commissions offered. The plan should be specific to the source of revenue (restaurant, vending machines, etc.) and clearly indicate the percentage of Gross Receipts for each source. The plan should indicate that commissions are paid monthly and if a minimum guarantee is offered.
- (b) The Offeror will be evaluated on its financial projections (customer counts, average check/transactions, and revenue projections in all areas). Higher ratings/scores will be given to those Offerors whose financial projections are determined to be realistic and achievable.
- (c) Menu, convenience store, catering and vending machine prices. Proposed prices will be evaluated not only to determine if the prices are reasonable, realistic, and affordable, but also to validate the Offeror's understanding of the requirements, assess potential risks inherent in the Offeror's approach, and the estimated costs to correct any deficiencies in the Offeror's proposal. The proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. The burden of proof as to price credibility rests with the Offeror.

M.6 CONTRACT AWARD

- M.6.1** The House may evaluate proposals and make an award without discussions. Therefore, each initial offer should contain the Offeror's best terms. However, the Contracting Officer reserves the right to conduct discussions, if necessary.

M.6.2 STAND-ALONE CONTRACT

Any award made from this RFP will be a stand-alone contract, not a task order or delivery order against another contract (*e.g.*, GSA Schedule, GWAC.) Although the award will be an open-market award, if proposed prices are based in whole or in part on prices that are offered to other federal agencies, the House will take those prices into account in conducting its price evaluation.

M.7 EVALUATION OF OPTIONS

The potential contract(s) resulting from this solicitation contain "option" periods. Evaluation of these options will not obligate the Government to exercise the option(s).

(End of Section M)