PERFORMANCE WORK STATEMENT (PWS)

FOOD SERVICES at VAULT CAFÉ and MANAGING VENDING MACHINES

PART 1

GENERAL INFORMATION

1. General.

This is a non-personal services contract to provide food services at Vault Café and manage vending machines located in the Main Treasury (MT) building and Freedman's Bank Building (FBB). The Government shall not exercise supervision or control over contractor personnel. All directions which would result in additional costs to the Government or changes in contract terms and conditions shall be provided only through the Contracting Officer (CO). The Contracting Officer's Representative (COR) may provide direction within the scope of the contract and within delegated authority.

1.1 Description of Services/Introduction.

Except for those items specified as government furnished property and services, the contractor shall provide personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and services necessary to perform food services at Vault Café and manage vending machines at the MT building and FBB as defined in this Performance Work Statement (PWS). The contractor shall meet the standards outlined in this contract.

1.2 Background.

The Department of the Treasury (Treasury) is the executive agency responsible for promoting economic prosperity and ensuring the financial security of the United States. Our mission is to maintain a strong economy and create economic job opportunities by promoting the conditions that enable economic growth and stability at home and abroad, strengthen national security by combating threats and protecting the integrity of the financial system, and manage the U.S. Government's finances and resources effectively. The mission highlights Treasury's role as the steward of U.S. economic and financial systems, and as an influential participant in the world economy.

Treasury has a need for food services at the MT building located at 1500 Pennsylvania Avenue, NW, Washington, DC, specifically, at the Vault Cafe located within the MT. The requested food services will:

(a) Provide Vault Café's customers with a take-away service of appetizing, nutritional, well-balanced ready-to-eat food, and beverages at an attractive price. Provided options should be healthy, grown locally (within 100-400 miles), and preferably organic as identified in the General Food Standard Criteria outlined in section 1.5.2 below.

(b) Maintain the food service operations in an environmentally responsible and

sustainable manners.

The Vault Café serves an average of 700 occupants on daily basis.

1.3 Objectives.

- **Nutritional Value & Quality**: Offering balanced, nutritious, and appealing meals that meet the dietary needs of the customers.
- **Food Safety & Hygiene**: Preventing foodborne illness through strict adherence to current Sanitation standards, proper food handling techniques, and cleanliness of equipment and facilities.
- **Customer Satisfaction**: Providing high-quality food, timely service, and a pleasant, welcoming atmosphere.
- **Cost Control & Profitability**: Managing budgets, minimizing waste, and optimizing labor and inventory costs to ensure financial sustainability.
- **Operational Efficiency**: Utilizing, maintaining, and managing resources (labor, equipment, and materials) effectively to maximize productivity.
- **Legal Compliance**: Adhering to local, state, and national regulations, including health codes, licensing, and employment laws.

1.4 Scope.

To provide high-quality, sustainable, and health-focused food services at the Vault Café and manage vending machines at the MT building and FBB with focusing on fresh organic products, waste reduction, and sustainable sourcing.

"Fresh" or "Freshly" made means freshly prepared within the past twenty four (24) hours and that the food is in its raw state and has not been frozen or subjected to any form of thermal processing or any other form of preservation.

1.5 Performance Requirements.

1.5.1 Overall Performance Requirements.

The contractor shall operate the Vault Café providing food, non-alcoholic beverages, and other items in accordance with the terms and conditions of the contract.

The contractor shall be responsible for providing a variety of quality prepared foods in accordance with industry trends, commercial industry standard practices and the industry's latest trends. Contractor will serve items in accordance with applicable provisions of FDA Food Code, Food Safety and Inspection Service (FSIS)-USDA, ensuring meat, poultry, dairy, and egg products are safe and properly labeled to help prevent foodborne illnesses and support nutritional health maintenance and chronic-disease prevention.

Uncooked items, such as fresh fruits, shall be clean and free from blemishes. The contractor shall offer food that provides wide variety to customers, including vegetarian, vegan, organic, healthy, and light eaters.

The contractor shall meet bi-weekly with the Contracting Officer's Representative (COR) and Government Program Manager (PM) to discuss mutual objectives, including but not limited to service levels, wellness, sustainability menus, marketing programs and supply the Agency with weekly menus for marketing and use electronic calendars for use on the Agency Intranet as well as on-line ordering capability for customers. The weekly menus must be provided to the COR weekly by 12:00, noon, the Wednesday prior for the upcoming Monday-Friday.

The contractor will be responsible for compliance with Section 508 of the Rehabilitation Act to ensure electronic information, including websites and mass emails, is accessible to people with disabilities.

1.5.2 Food and Facility Standards.

The contractor shall:

- Prepare and serve fresh, wholesome, and properly portioned food.
- Use quality ingredients consistent with commercial food service best practices.
- Rotate menus to provide variety and nutritional balance.
- Incorporate seasonal menu items and fresh seasonal produce when available and commercially reasonably.
- Ensure all food is prepared in accordance with FDA Food Code standards and safe food handling practices.
- Maintain proper food temperatures during storage, preparation, holding, and service.
- Stored food received from vendor must have date of receipt on the original container.

The minimum specifications the contractor will use as a guide when purchasing food products are:

Meat

- Beef U.S. Department of Agriculture (USDA) Choice.
- Pork USDA Number 1.
- Veal USDA Select and Choice.
- Lamb USDA Choice.
- Poultry USDA Grade "A" for all graded fresh or frozen poultry and poultry products as a minimum specification.

Seafood

- Frozen Fish Monterey Bay Aquarium's Seafood Watch guidelines.
- Fresh Fish Monterey Bay Aquarium's Seafood Watch guidelines.

Dairy food

- Eggs Fresh USDA or State Grade "A".
- Butter USDA Grade "A" (92) Score.
- Cheese USDA Grade "A" for all graded cheeses.

- Milk and milk products USDA Grade "A" Fresh.
- Soy products FDA guidelines Produce USDA Grade "A" Dry Stores Grade "A".
- Fancy Canned goods U.S. Grade A or U.S. Fancy.

Products containing high fructose corn syrup, modified corn starch are highly discouraged from wholesale ingredients to be incorporated in menu items that will be prepared onsite.

Wellness Program.
In February 2010, the U.S. Department of Health and Human Services (HHS) and the General Services Administration (GSA) initiated a partnership to develop specialized food, nutrition, and sustainability guidelines for federal workplaces. The guidelines are periodically updated and are based on information provided in the Dietary Guidelines for Americans, 2025-2030, which encourages Americans to eat a healthful diet that focuses on foods and beverages that help achieve and maintain a healthy weight, promote health, and prevent disease.
The guidelines provide a framework for:

(1) Increasing the availability of healthy food and beverage options—such as foods with lower sodium levels, fresh fruits and vegetables, and low-calorie beverages—in food service operations.
(2) Providing consumers with information on food and beverage choices that are healthier and more sustainable.
(3) Increasing the sustainability of food service operations and supporting sustainable agricultural practices, such as offering organically or locally grown products.

These standards will apply to food service and concessions operations at Treasury.

Sustainability Standards.
The American Medical Association (AMA) recognizes that a sustainable food system is a food system that is healthier for the public and for the workers within that food system. . The AMA advocates for policies that promote "environmentally sustainable agricultural and food system practices".

Sustainability Labeling Standard Criteria.
Educate about the value of agricultural best practices that are ecologically sound, economically viable and socially responsible in agency Café services (e.g., signage, informational programs, and other means of communicating the benefits of the items that are labeled organic, local, and/or sustainable).

Sustainability Labeling Above Standard Criteria.

(1) Label organic, local or documented sustainably grown food items available in food service at the point of choice.
(2) For locally grown foods, include information that identifies the farms and sustainable practices used.

General Operations Standard Criteria.

(1) Participate in verifiable waste reduction, recycling and composting programs.
(2) Promote and incentivize the use of reusable beverage containers.
(3) Utilize green cleaning practices.
(4) Provide materials for single-service items (e.g., trays, flatware, plates, and bowls) that are compostable and made from bio-based products.
(5) Uses (to the highest extent possible) environmentally preferable products including products made from recycled materials that are recyclable and/or biodegradable.

General Food Standard Criteria.
Offer 25% of food choices to be organically or locally or documented sustainably grown (e.g. integrated pest management, pesticide free, other labeling programs, etc.).

General Food Above Standard Criteria.
Products containing a high percentage of daily value for fiber, vitamin D, calcium, iron, or potassium.

Animal products Standard Criteria.
Key standards include no added hormones (for specific species), antibiotic restrictions, and high-welfare practices (e.g., Animal Welfare Approved). Organic products require strict USDA-certified compliance regarding feed and outdoor access.

Animal products Above Standard Criteria.
Animal products that carry third-party certifications ensuring higher welfare, environmental, and quality standards, such as Certified Humane, Global Animal Partnership (GAP) Steps 4-5, and Animal Welfare Approved. These products are pasture-raised, grass-fed, and raised without antibiotics or hormones.

Healthy beverage Standard Criteria.
Standards emphasize hydration through water, low-fat dairy, and unsweetened plant-based milks, while strictly limiting added sugars, artificial sweeteners, sodium, and caffeine. The contractor shall prepare beverages, so they are fresh, consistent, honestly presented, and served at proper quality and sanitation levels.

Healthy beverage Above Standard Criteria.
(1) Offer coffee or tea that is fair trade, Certified Organic, shade grown, and/or bird friendly.
(2) Offer and promote a "bottle free" drinking water program, for example provide filtered water and a reusable mug program.

Barista Service.
Coffee Standard Criteria.
Providing espresso-based beverages to include but not limited to freshly brewed coffee, freshly brewed decaffeinated coffee, selection of hot teas, and cold brew coffee. Also

made to order coffee-based beverages such as expressos, cappuccinos, mochas, lattes, etc. should also be available).
The contractor shall provide, at a minimum, the following beverages during all posted operating hours unless a temporary outage is approved by the Contracting Officer or COR:

- Freshly brewed regular coffee.
- Freshly brewed decaffeinated coffee.
- Selection of hot teas.
- Iced Coffee - Coffee that is brewed using hot water by a standard hot-brew method and then cooled or served over ice for cold service.
- Cold brew coffee - Coffee that is extracted using cool, room-temperature, or refrigerated water over an extended brewing period, rather than brewing hot and then chilled. Industry refers to this as slow brew.
- Made-to-order espresso-based beverages, including but not limited to espresso, cappuccino, mocha, latte, americano, and similar menu-standard beverages.

Hot Brewed coffee and decaffeinated coffee.

- Coffee shall be brewed in small enough batches to maintain freshness and flavor.
- Brew baskets, servers, urns, and holding vessels shall be cleaned and sanitized at required intervals.
- Burnt, stale, scorched, or excessively bitter coffee shall not be served.
- Regular and decaffeinated coffee shall be clearly labeled to prevent misidentification.

Measurable criteria.

- No brewed coffee held beyond 60 minutes on a burner or 120 minutes in insulated holding without documented quality validation.
- No visible grounds, sediment beyond normal expectation, rancid odor, or off-flavor.
- Decaffeinated coffee must be available whenever regular coffee is offered during core service hours.

Hot tea.

- The contractor shall offer a defined assortment of tea bags.
- Water shall be dispensed hot and clean, free from coffee residue or cross-flavor contamination.
- Tea service shall include appropriate cups, lids, stirrers, sweeteners, lemon or equivalent condiments.

Measurable criteria.

- Minimum of 3 tea varieties available at all times, unless otherwise specified.
- No empty hot-water station for more than 15 minutes during service.

Cold brew coffee.

- Cold brew shall be prepared, stored, dispensed, and discarded properly under FDA guidelines.
- Product shall be protected from contamination and maintained under refrigeration if it is a time/temperature-controlled item under the establishment’s formulation and local code interpretation.

- Containers shall be labeled with batch date/time and discard date/time when required.

Measurable criteria.

- Cold brew must have a documented batch log.
- No expired batch observed during inspection.
- No sour, fermented, or otherwise defective product served.

Iced coffee.

- Iced coffee shall be prepared, stored, dispensed, and discarded properly under FDA guidelines.
- Product shall be protected from contamination and maintained under refrigeration if it is a time/temperature-controlled item under the establishment's formulation and local code interpretation.
- Containers shall be labeled with batch date/time and discard date/time when required.

Measurable criteria.

- Iced coffee must have a documented batch log.
- No expired batch observed during inspection.
- No sour, fermented, or otherwise defective product served.

Espresso-based beverages.

- Espresso beverages shall be prepared to order.
- Espresso extraction, milk steaming, and beverage assembly shall follow preparation standards for dose, yield, time, milk texture, and drink size.
- Beverage appearance shall be consistent with the ordered item, for example: cappuccino with structured foam, latte with steamed milk and light foam, mocha with chocolate component fully incorporated.

Measurable criteria.

- Drink delivered within 10 minutes of order during normal demand and 15 minutes during peak periods.
- No broken emulsions, scorched milk, visibly collapsed foam where foam is expected, or incorrect size.

Freshness and replenishment.

- The contractor shall monitor beverage levels continuously and replenish before depletion.
- Empty air-pots, urns, milk containers, tea condiments, cups, and lids shall be replaced promptly.
- No product past its internal hold time or discard time shall be offered for sale.
- Stations remain fully stocked and customer-ready during operating hours.

Measurable Criteria.

- No more than 2 stocking deficiencies per inspection.

Food safety and sanitation.

The contractor shall comply with the applicable FDA Food Code principles for handwashing, temperature control, cleaning, sanitizing, and preventing cross-

contamination. FDA's Food Code is the core model used for food service safety oversight.

Use the following standards:

Hand hygiene.

- Handwashing sinks shall be stocked and accessible.
- Baristas shall wash hands at required times and may not use hand sinks for other purposes.
- Gloves, utensils, or other barriers shall be used as required for ready-to-eat garnishes or food-contact tasks.

Temperature control

- Time/temperature control for safety foods shall be held at required temperatures.
- Milk and other perishable ingredients shall be refrigerated and not left at ambient temperature beyond approved limits.
- Cold held Time/Temperature control for Safety (TCS) foods (e.g. milk, creamer etc.) held at 41°F or below, unless another approved control applies.

Cleaning and sanitizing.

- Food-contact surfaces, pitchers, steaming wands, blenders, tea equipment, dispensers, and utensils shall be cleaned and sanitized at required intervals and whenever contamination occurs.
- Wiping cloths must be stored in a sanitizing solution between uses to prevent cross-contamination, particularly for allergen removal.
- FDA notes that full cleaning using a wash-rinse-sanitize-air dry method is effective for allergen removal and minimizing allergen transfer.

Date marking and labeling.

- Refrigerated, ready-to-eat Time/Temperature Control for Safety (TCS) food prepared and held in a food establishment for more than 24 hours must be clearly marked to indicate the day or date by which the food must be consumed on the premises, sold, or discarded, which is 7 calendar days or less from the date of preparation. The date of the preparation must be counted as day 1.
- House-made cold brew, syrups requiring refrigeration, dairy containers, and similar items shall be labeled. Labeling on all items, including vended perishable foods, shall comply with all USDA, FDA regulations, qualifications, and labeling, ingredient listing, and standards.

Equipment standards.

The government shall provide and maintain commercial coffee equipment in safe, fully functional condition, including brewers, grinders, espresso machines, hot-water towers, refrigeration, and cold brew dispensing systems.

Performance standard:

- The contractor shall clean equipment per manufacturer instructions.

- The contractor shall maintain preventive maintenance logs as necessary.

Staff performance standards
- Baristas shall be trained in beverage preparation, sanitation, allergen awareness, customer service, and cash/POS procedures.
- Staff shall accurately prepare standard menu beverages and demonstrate knowledge of drink composition.

Customer experience.
- Customers shall be greeted promptly and served in a courteous, professional manner.
- Orders shall be taken accurately.
- Beverage handoff area shall remain clean and organized.
- Menu boards and prices shall be current and legible.

Measurable criteria.
- Average transaction wait time: under 10 minutes during normal periods.
- Peak-period completion time: under 15minutes for 90% of orders.
- Customer satisfaction score: 90% or higher on monthly surveys as outlined in general for overall surveys.

1.5.3 Menus.

The contractor shall provide menus of available prepared foods along with nutritional information and must also include items for people with dietary restrictions and offer "low fat", "low sodium", "low calorie" and "reduced sugar" menu items as defined in the Dietary Guidelines for Americans (new edition, 2025-2030). Each meal service must offer one or more prepared meal that meets each of the above dietary restrictions. All menu items which meet any health claim eligibility must be clearly labeled for customers, in accordance with the dietary guide.
In light of the emphasis placed on the Wellness program, and in order to ensure optimum visibility of the healthy menu offerings, the contractor should take into consideration the positive effects of priority placement of the products in the Vault Café and on the serving lines. Examples of product placement may include placement of healthy menu offerings as the first thing the customer encounters at each serving line, or at the cash register or at key places on serving lines that are closest to eye level.

The contractor shall comply with the current nutritional information requirements including the following:

(1) The contractor's proposal is incorporated to the contract, including a complete price/portion book for the account (e.g., hamburger, list patty size and selling price; turkey sandwich, list ounces of meat, toppings included and selling price). Therefore, a copy of the price/portion book for the account shall be provided to the COR/PM prior to contract start date.

(2) During each serving period, easy-to-read menus with prices listed shall be prominently displayed for the information of customers at the Vault Café. Menu items shall be posted at or near the café entrances and near the service points. All customer signage, menus, etc., must be printed (no hand-written signs are

allowed). Electronic boards and contractor sponsored webpages with menu and related informational links are encouraged.

1.5.4 Procedures for Future Menu and/or Price Adjustments/Changes.
Any changes to standard menu and/or menu prices, portions, or items offered for sale shall be submitted to COR, 10 business days in advance to obtain Government approval. Daily or weekly promotional menu items are excluded.

Future menu and/or price adjustments/changes must be submitted with supporting documentation in a spreadsheet format that includes:
(1) Date of proposed price adjustment.
(2) A market basket of foods survey of at least three similar food facilities in the local area.
(3) In situations where one or more critical food or supply items have sudden upward price fluctuations due to an "Act-of-God" or other situation considered by the contractor to be out of its control, PM/COR is to be contacted with a request for a temporary surcharge or menu change. Once the subject prices have stabilized, the former approved price is to be reestablished.
(4) After Government approval, a notice to the customers is then created by the contractor and posted in prominent locations at least 14 days prior to the on-site implementation.

1.5.5 Customer Service Standards.
The contractor shall always maintain a professional, courteous, and customer-oriented staff. The contractor personnel shall:
- Be properly trained in customer service and food handling.
- Wear clean uniforms and visible identification.
- Greet customers respectfully and provide prompt service.
- Resolve customer complaints professionally and in a timely manner.

Performance Thresholds.
- Customer satisfaction rating of at least 90% on Government-administered or contractor-supported surveys conducted at least monthly. Customer surveys will be properly marketed through consistent use of government-supplied table toppers with QR codes. The contractor will be responsible for ensuring the table toppers are always present on all tables in the Vault Café. The contractor will inform COR/PM when they have less than 50 table toppers in stock.
- Customer complaints acknowledged within one (1) business day and resolved within three (3) business days, unless otherwise approved by the COR. Government PM will be responsible for tracking customer complaints and expeditious resolution.
- Average transaction wait-time during peak hours shall not exceed 10 minutes.

1.5.6 Online and/or Digital Ordering.

- The contractor shall provide a complete Point of Sale (POS) system to include the acceptance of customers' use of credit and debit cards in an expeditious manner in the Vault Café as well as online ordering capability including kiosk and kiosk ordering. Kiosk hardware, software, installation, and maintenance shall be the responsibility of the Contractor. The Contractor may propose alternative ordering solutions (e.g., mobile or web-based platforms) for Government consideration that meet the intent of improving customer access and service efficiency.
- Payment processing systems shall be compliant with applicable Payment Card Industry Data Security Standards (PCI-DSS). The Contractor shall be responsible for ensuring the security of payment transactions and protection of cardholder data.
- To the extent that Contractor systems interface with Government networks or process Government information, the Contractor shall implement appropriate security controls commensurate with the level of risk and in accordance with applicable Federal requirements. The Government will work with the Contractor to determine the specific security requirements and authorization approach (e.g., Authority to Operate (ATO), if applicable). A full FISMA authorization is not required unless Contractor systems are determined to meet the criteria of a Federal information system.
- Systems that are contractor-owned, do not connect to Government networks, and process only commercial transaction data (e.g., customer orders and payments) will not be treated as Federal information systems but must adhere to commercially accepted cybersecurity best practices.
- All customer-facing digital ordering interfaces (e.g., web-based menus, mobile ordering platforms) shall comply with Section 508 accessibility requirements. Compliance with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA is considered acceptable.
- The system shall be available during all operational hours, including technical support as needed, and be capable of generating downloadable reports upon request by the COR/PM.

1.5.7 Equipment and Utensils.

(1) All required utensils shall be provided by the contractor. Any contractor-owned equipment and utensils shall be of a quality in keeping with commercially acceptable food service standards.

(2) The contractor shall provide "Green" disposable products, including products that are petroleum free, contain post-consumer recycled content and processed chlorine free. All disposable products must be "compostable" and compatible with the recycling/compost system that will be or is in use within the building. The use of disposable products (including plates, cups, and bowls) constructed of Polystyrene Foam is prohibited.

(3)

(4) Trash receptacles shall be of hard non-toxic plastic material. Single service liners shall be used in conjunction with these receptacles. All trash containers will be provided with self-closing tops.

(5) Contractor shall maintain a physical inventory of all contractor-owned equipment on site. All contractor-owned equipment shall remain the property of the contractor throughout the contract term.

1.5.8 Recycling.

The contractor shall participate in and integrate with the recycling and composting program (i.e. cardboard, aluminum, metal cans, plastic, glass, etc.) operated by the Treasury Operations within the building. Treasury shall provide the recycling/composting-collection bins. The contractor shall make collections from each bin in the dining area as needed during and after food service periods, at a minimum, at least once each day. Treasury shall store any materials to be recycled. Treasury, in conjunction with the contractor, shall encourage and educate the customers on the recycling/composting program and necessary sorting of customer's materials.
The contractor is responsible for collecting, storing and recycling grease and cooking oils. The containers and surrounding space are to be kept clean and orderly by the contractor. The contractor shall be responsible for the proper storage and marking of containers of grease and cooking oils.
The kitchen grease will be collected in containers that are waterproof, vermin-proof, covered with working lids, and well-labeled to indicate what should be deposited in the container. Treasury provides a container system for used cooking oil, and the contractor is responsible for the proper disposal of the oil in the container.

1.5.9 Cleaning and Janitorial Services.

The contractor shall provide busing service during service hours to remove any remaining soiled trays, containers and utensils and ensure that tables and chairs are kept clean. Additionally, the contractor agrees to furnish labor, supplies, materials, equipment, and supervision to maintain the Vault Café areas and foodservice equipment within its areas of responsibility in a clean, orderly, and sanitary condition at all times as detailed below. In connection with the performance of this contract, the contractor shall not use any material which the Government solely determines would be unsuitable for the purpose, or harmful to the surface to which it is applied.

The contractor shall be responsible for the cleaning and maintenance of all serving-area counters and associated equipment. The contractor shall maintain the serving area floors in a clean condition and spillage free during service hours. The contractor shall be responsible for the cleaning and maintenance of the serving area floors after service hours.

The Agency shall be responsible for stripping and waxing and/or deep cleaning the servery (food service/cafeteria) at least annually or as needed.

The contractor will be responsible for maintaining and cleaning equipment including but not limited to tables, tabletops and bases, chairs, booths, counters, dining tray carts, trash collection stations and be responsible for removing trash from the dining room collections points during and after service periods and taken to the trash receptacles

located in the Moat. The contractor shall be responsible for the cleaning and maintenance of the dining room equipment after service hours and shall ensure that the dining room is clean and orderly before morning service hours.
The contractor will keep food service areas and items utilized by the contractor in a clean and sanitary condition, including but not limited to: walls, ceilings (excluding building heating ventilation and air conditioning louvers, lighting fixtures or other building equipment that are part of a general building mechanical system), lavatories and locker rooms, floor drains, kitchen, servery, storage areas, dining area tables, chairs and floor, etc.

1.5.10 Government Inspection and Performance Impact.
COR/PM will conduct periodic both scheduled and unscheduled inspections to verify that food costs and quality meet agreed-upon standards, and ensuring that staff, sanitation, and safety procedures align with FDA and local health requirements.

The inspections shall specifically include a comprehensive review of:
(1) Service quality, attentiveness, courtesy, and similar factors.
(2) Food quality, presentation, merchandising and promotions.
(3) Sanitary practices and conditions.
(4) Personnel appearance and staffing levels.
(5) Safety conditions.
(6) Menu compliance, as indicated in the minimum acceptable menu profile to include GSA approved wellness selections.
(7) Sales records.
(8) Sustainability practices as specified in the Contractor Sustainability Plan.
(9) Adherence to government recycling program.
(10) Use of Green Seal certified cleaning products.
(11) Energy and water conservation program.

Inspection results will be documented and maintained in the contract file. Inspection's findings will be used in evaluating contractor performance under this contract. Repeated deficiencies, failure to meet performance thresholds, or failure to timely correct discrepancies may result in corrective action and/or adverse performance evaluation.

Common Inspection Thresholds and Grading.
- 90–100 (Excellent/A): High compliance with minor, low-risk violations.
- 80–89 (Satisfactory/B): Acceptable, but with some violations.
- 70–79 (Marginal/C): Multiple or repeated critical violations, requiring corrective actions.
- 69 and below (Unsatisfactory/F): Failure, frequently resulting in immediate closure.

Violation Types.

Red/Critical Violations: Directly linked to foodborne illnesses (e.g., improper holding temperatures, poor personal hygiene, contaminated equipment, bare-hand contact with ready-to-eat foods, and vermin infestations).
Blue/Core Violations: Maintenance or sanitation issues not immediately causing illness (e.g., dirty floors, improperly cleaned or damaged non-food contact surfaces, improper storage of food items, such as unlabeled containers or on the floor; improperly maintained plumbing, leaks, or inadequate garbage disposal; improper storage of personal items in food prep areas.).

The contractor will be responsible for complying with the terms of GS-42 Commercial and Institutional Cleaning Services - Green Seal during the term of this contract. Green Seal's mission is to work towards environmental sustainability by identifying and promoting environmentally responsible products, purchasing and production. The intent of Green Seal's environmental requirement is to reduce, to the extent technologically and economically feasible, the environmental impacts associated with the manufacture, use and disposal of products. Set on a category-by-category basis, Environmental.

In addition to above cleaning requirements, additional cleaning may be required based upon COR/PM inspection findings on an ad-hoc basis.

1.5.11 Preventive Maintenance.
The government shall maintain an effective foodservice related program for Rodent/Pest Control focusing on inspection, sanitation, structural exclusion, and targeted trapping/baiting. The COR shall coordinate the government's efforts on any programs conducted by the building's management staff and/or building management regarding pest control with the contractor. The contractor must maintain a high sanitation standard by adhering to the United States Department of Agriculture (USDA) Sanitation Performance Standards Compliance Guide to control and minimize rodent activities.

1.5.12 Sanitation and Quality.
Following are minimum specifications for sanitation and quality; however, additional and higher standards that meet the Government's goals of providing an environmentally sustainable, healthy Vault Café are encouraged:

(1) The contractor shall comply with the most recently published Food Code, U.S. Public Health Service publication and all local codes and regulations relating to food service sanitation and procedures.

(2) The contractor is to develop and maintain a Hazard Analysis and Critical Control Point (HACCP) plan as required by Food and Drug Administration (FDA) and the United States Department of Agriculture (USDA). All HACCP logs shall be maintained in accordance with applicable federal, state, and local food safety regulations. Records must be completed accurately, reviewed regularly, and retained for the life of the contract. All HACCP documentation, including temperature logs, corrective action reports, calibration records, and sanitation logs, shall be organized and readily accessible at the worksite. These records must

be made available for review and inspection at any time upon request by the COR/PM.

(3) Safety Data Sheets (SDS) shall be onsite prior to the start date of the contract and remain updated onsite.

(4) In Washington, DC, it is a strict requirement that a Certified Food Protection Manager (CFPM) (often referred to as a certified food handler) is present on the premises during all operating hours to oversee food safety, handling, and sanitation. This person ensures compliance with the DC Food Code, which aims to protect public health.

(5) Any suspected outbreak of illness, whether involving employees or visitors, is to be reported immediately to the Agency and COR/PM. A suspected outbreak of human illness results when two or more people have common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

1.5.13 Hazardous Conditions.

The contractor shall be responsible for the identification, prevention of, and/or clean-up of, unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative of the contractor, Federal employee or other patrons of the food service facility and shall be applicable to any portion of the facility that is under the jurisdiction of the contractor. The contractor is responsible for identifying any hazardous conditions that may develop in the space assigned and shall immediately notify the COR of the situation. The Government does not warrant or guarantee that no other possible safety hazards exist.

1.5.14 Compliance with OSHA.

Compliance with the Occupational Safety and Health Act (OSHA) and other applicable laws and regulations for the protection of contractor employees (permanent and temporary) while performing the contract requirements is exclusively the obligation of the contractor. The Government explicitly assumes no liability for the contractor's compliance or noncompliance with safety requirements.

Liability.

The Government will not be responsible in any way for damage or loss caused by fire, theft, accident, or otherwise to the contractor's stored supplies, materials or equipment, or the employees' personal belongings. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to the COR and the U.S. Secret Service (USSS) immediately.

Occupant Emergency Program.

The contractor shall notify the USSS in the event of fire. All contractor's employees shall be organized and trained to participate in Shelter in Place (SIP) program. This shall be accomplished by obtaining guidance from the Office of Safety, Health, and Emergency Preparedness (SHEP) within 30 days of the contract period of performance.

1.5.15 Building Space.

(1) Prior to performing by the contractor any physical change of the building space provided for their use, a team including the CO and the Real Estate and Facilities Division must agree to the requested changes. In addition, the contractor must provide all construction documentation including estimated cost, if any, describing in detail the modification requested.

(3) The Government reserves the right to use dining areas and other public spaces at other than normal serving periods, for meetings of Government employees or other assemblies. After each use the space will be cleaned and rearranged by the Agency without expense to the contractor.

1.5.16 Personnel and Supervision.

The contractor is required to provide at least one Certified Food Protection Manager (CFPM) on-site during all operating hours. The manager shall be able to effectively manage Vault Café's day-to-day food service operation relating to supervision of contractor's personnel, menu planning, purchasing, cost control, sanitation, customer satisfaction, etc.

The Government implemented an electronic customer feedback program with comments being sent directly to the authorized government officials. COR/PM will determine whether a contractor's response is required and may request contractor input to properly address any submitted customer concerns. Customer's feedback may also be received via comment cards located within the performance area. All comment cards shall be collected by the Government PM who is responsible for monitoring customer comments and/or complaints received via such program on a weekly basis.

At all times while on duty, the contractor's employees wear a distinctive professional looking uniform that displays the company logo, wear a hair net and/or other suitable head covering, appropriate gloves while always handling food.

1.5.17 Patronage and Sales Records.

The contractor shall ensure all income received from customers is immediately recorded and all expenditures are supported by appropriate vouchers. The contractor shall provide the COR/PM sales recorders monthly in an agreed to format.

1.5.18 Reporting Requirements.

(1) Monthly Operating Statements. The contractor shall furnish copies of the Monthly Profit and Loss (Operating) Statement to the COR within 10 business days after the end of the monthly accounting period and copy the CO. The Profit and Loss statement must be submitted on the attached monthly Profit and Loss Statement Form (Attachment #1) supported by the Staff Hours report that includes: labor category; rate, number of hours, total amount. The COR shall examine all phases of the financial operation of the food services provided by the contractor.

(2) Monthly Patronage and Sales reports (see Attachment 4 - Patronage Sales Report Form) including year-to-date (YTD) cumulative total.

(3) Equipment records. The contractor shall acknowledge in writing within 30 days of the contract start date to the CO and COR/PM, the receipt of the Agency-owned equipment listed in the attached Government Furnished Equipment (GFE) List (see Attachment #2). The COR/PM will provide properly tracked additions, replacements and removals of Agency-owned equipment and will provide an updated listing to the CO and contractor on an ad-hoc basis.

1.5.19 Lost and Found.

All articles left by the customers in the facility and found by the contractor, shall be turned over to the Security within 24 hours of receipt.

1.6 Operating Expenses.

The contractor is permitted to incur operating expenses for Vault Café services as detailed in Attachment #1 Profit and Loss Statement Form.

Point of Sale (POS) system—including hardware, software, licensing, maintenance, and transaction-related expenses, as applicable—shall be treated as part of the monthly allowable administrative expenses in the determination of the monthly subsidy.

1.6.1 Administrative Expenses and Loss.

Monthly allowable administrative expenses that are considered for monthly subsidy **shall not exceed 3 percent of the monthly sales during the full term of the contract**. The exceeded amount shall be absorbed by the contractor. The amount of loss will be covered by the Agency.

1.7 Government Subsidy.

The contractor shall receive a minimum guaranteed profit of $8,000 per month during the Base Year. The monthly guaranteed profit shall increase by 3% annually as detailed here:
Option Year One: $8,240 per month.
Option Year Two: $8,487 per month.
Option Year Three: $8,742 per month.
Option Year Four: $9,004 per month.

The Government will subsidize any losses (Sales – Operating Costs = Profit/Loss) to ensure a profit not to exceed guaranteed profit per month with the submission of proper documentation (Monthly Profit and Loss (Operating) Statement supported by Staff Hours report that includes: labor category; rate, number of hours, total amount).
The Government desires the contractor to maximize their professional capability to run the food service program by maintaining their ability to garner sufficient sales, while covering its' Operating Costs and Profit without loss. Consistent reporting of losses from sales, particularly for 3 or more consecutive months, may result in a government audit by the COR or CO.

1.8 Vending Machines.

Vending machines and their offerings are intended solely as a supplemental 24/7 convenience service offering unattended, round-the-clock access to beverages and food items. Vending machines shall not be used to replace, reduce, or offset the contractor's obligations to provide the food services at Vault Café required by this contract.

The contractor will provide end-to-end operation of 4 vending units located at the MT building and 2 vending units located at the FBB. The contractor shall maintain their functionality and management/monitoring, and stocking of beverages (bottled water, soft drinks, juices, and energy drinks) and pre-packaged healthy snacks (low-sugar, low-sodium, and/or high-protein items). The contractor will determine the cadence needed to ensure that the vending machine is adequately stocked at all times. The contractor will address any vending machine outages within 3-5 days.

The contractor shall provide on each vending machine at each location operating instructions and information to eligible users where malfunction reports and refund requests may be made.

The contractor shall maintain in a sanitary condition all vending machines. The customer-contact surfaces of all equipment including selector buttons, knobs and dispensing areas shall be cleaned with germicidal solution applied with disposable toweling.

The external cabinet of all vending machines, including cabinet tops, shall be kept free from dust and other contaminants. Screens, compressor zones and condensers shall be inspected regularly for dust, seepage and other residue and shall be kept clean.

The contractor shall be responsible for inspecting under and behind the vending machines and supplemental equipment for evidence of dirt, debris and vermin.

Unless permitted by the CO, the contractor shall not install and/or operate any automatic vending equipment other than that specified herein.

The Government reserves the right to request the contractor to arrange additional vending machines that dispenses fresh salads, wraps, fruits, and more that have been made with high-quality local ingredients.

1.9 Period of Performance.

The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year
Option Year One:
Option Year Two:
Option Year Three:
Option Year Four:

1.9.1 Transition-In Period.

The Government will provide a transition-in period of thirty (30) calendar days commencing on the date of contract award ("Transition Period") for the contractor to achieve Full Operational Capability (FOC). FOC is defined as the contractor's ability to

perform all contract requirements in accordance with the performance standards set forth in this contract.

The purpose of the Transition Period is to allow for, at a minimum, staffing, security clearance processing, equipment familiarization, training/testing, and menu development, as applicable. During the Transition Period, the contractor shall make good-faith, diligent efforts to achieve FOC as expeditiously as practicable.

The contractor shall notify the Contracting Officer (CO) when they believe FOC has been achieved. The CO shall determine when FOC has been achieved, and such determination shall be documented in writing.

The contractor shall not be entitled to the full monthly guaranteed profit until FOC has been achieved. Upon the CO's written determination that FOC has been achieved, the contractor shall be entitled to a prorated portion of the monthly guaranteed profit, calculated based on the number of calendar days remaining in the applicable billing period during which full performance is provided.

During the Transition Period and prior to the CO's written determination of FOC, the contractor shall not be subject to performance deductions or other performance-based remedies for reduced service levels, provided that such reduced service levels are reasonable and consistent with the transition activities.

Nothing in this paragraph shall relieve the contractor from liability for deficiencies arising from causes unrelated to transition activities or from failure to make good-faith progress toward achieving FOC.

Full performance standards, surveillance requirements, and associated remedies shall apply upon the earlier of:

- The date on which the CO determines that the contractor has achieved FOC; or
- The expiration of the 30-day Transition Period.

1.10 Federal Government Holidays.

The Federal Government follows the Office of Personnel Management's schedule of holidays. To see Federal Government holidays please follow the following OPM link to current Federal Holidays.

To see holidays for a specific year, please select the tab labeled with a year of interest.

1.11 Hours of Operation.

The contractor is responsible for conducting business, between the hours of 7 a.m. and 4 p.m., Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

Hours of Operations:

Breakfast	7:00 a.m. - 9:30 a.m.
Grab and Go	7:00 a.m. - 4:00 p.m.
Lunch	11:30 a.m. - 2:30 p.m.
Barista Service	7:00 a.m. - 4:00 p.m.

The contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed. Government operating status is provided by OPM Current Status.

Any request for changing the service hours or days shall be submitted in writing for approval to the COR at least five (5) calendar days in advance. Telework is not permissible in performance of this contract.

Extended Service Hours: If the contractor wants to extend the service schedule to increase its financial viability, the hours may be extended based on approval by the Government. Changes must be requested in writing to the COR at least five (5) calendar days in advance prior to any service schedule modifications.

Reduced Service Hours: If the Telecommute and/or Alternate Work Schedule (AWS) Agency programs or other events impact sales levels on specific business days, the contractor can submit a request in writing via email to the COR for a change in service hours on these specific days. The request should be submitted via email to the COR at least five (5) calendar days prior to the change. The COR will review the request and advise the contractor if a request is approved by the Government.

1.12 Place of Performance.

The work to be performed under this contract will be performed at Vault Café. Vault Café seating capacity is about 50 seats. The kitchen and servery are located on the first (1st) floor level as well and occupy at a total of approximately 3,860 square feet. Elevator access is provided to street level for receiving products and removing trash.

1.13 Type of Contract.

The Government will award a food service contract with subsidy.

1.14 Quality Control.

1.14.1 Quality Control is the responsibility of the contractor.

The contractor shall provide a QCP prior to contract award. See Attachment #3 - Quality Control Plan (QCP) Inspection Sheet. The contractor will maintain and utilize the QCP, which correlates to the Performance Requirements Summary and Quality Assurance Surveillance Plan throughout the life of the contract. The QCP must contain, at a minimum:

(1) A description of the inspection system to cover all services in the QASP. The

description must include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspection, and the title and organizational placement of the inspectors.

(2) A description of the methods used for identifying and preventing defects in the quality of service performed.

(3) A description of the records to be kept to document inspections and corrective or preventive actions taken.

The records must be kept and made available to the COR and CO, when requested, throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

1.14.2 Quality Assurance.
The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is a Government only document primarily focused on what the Government must do to assure that the contractor has performed in accordance with the requirements of the contract.

1.15 Security Requirements.
This contract is categorized as unclassified at the Moderate Risk Level contract. Contractors assigned to the Vault Café require a favorably adjudicated Tier 2 investigation. Contractors are required to comply with the Treasury Directive P 15-71, Treasury Security Manual in the handling, protection, and safeguarding of government information in their possession.

1.15.1 General Security.
Department of Treasury, otherwise known as the Department, retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government. Lack of the ability to obtain or maintain the required investigation level is included in the reasons the Department may remove a contractor employee. The reason for removal shall be documented in writing by the CO. Additionally, the Contractor must notify the Office of Security Programs (OSP) of all terminations/resignations within 24 hours of occurrence. When and if such removal occurs, the contractor is responsible for assigning qualified replacement personnel in a timely manner or ensuring that performance of the contract is not adversely affected. The contractor shall return all Departmentally issued identification cards, building passes, keys, and any other government issued material of those terminated employees to the COR. If government issued material is not available to be returned, a report must be submitted to the COR referencing the number, name of individual to whom it was issued, the last known location, and disposition of the items. Failure to return government materials may result in remedial actions against the contractor. Contractor personnel shall visibly wear Departmentally issued identification badges when working in Government facilities. If any current or prospective employee is found to be ineligible for access to Government facilities or information by the Department, the COR will notify the contractor that the

employee shall not continue to work or to be assigned to work under the contract. The Department may require drug screening for probable cause at any time. The contractor must also ensure that, prior to the end of the contract, all Departmental information, systems and equipment is returned to the appropriate Department personnel. All contractors must be vetted and approved by OSP prior to beginning work on any portion of this contract. Any employee assigned to support the Department shall comply with Personal Identity Verification One and Two (PIV-1, PIV-2) requirements as described in Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and "Federal Information Processing Standard 201, Personal Identity Verification Standards for Federal Employees and Contractors," dated August 2013. T4/High Risk contract employees must be a U.S. Citizen. Contractor personnel will have access to Department facilities, information and equipment limited to that which is needed to perform contract scope. The contractor shall provide the CO with the name of all entities to be used as subcontractors for each type of work to be performed prior to performing any work under this contract in accordance with the FAR Subpart 44.2. The Government reserves the right to accept or reject any subcontractors proposed. The Contractor is responsible for obtaining the approval of the CO prior to release of any information received or generated under the contract per 48 CFR 252.204-7000. The CO should complete this item as required by internal agency directives to direct the prime contractor to the appropriate office that has public release authority. Prime contractors should serve as focal point for their subcontractors' public release requests and refer them to the CO. SBU (also known as Controlled Unclassified Information (CUI)) must be protected in accordance with EO 13556, 32 CFR 2002 (full implementation expected to be reached in November 2018), and Treasury Security Manual (TD P 15-71). For Official Use Only must be protected in accordance with the providing Agency's directives. Data contained within all Department computer systems are governed by Agency Security Regulations as well as the Federal Privacy Act of 1974. Contractor personnel assigned to this project will be held accountable for adherence to these regulations. If the security classification or security requirements are changed by the Government subsequent to the date of this Contract, and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, any resulting financial burden will be the sole responsibility of the contractor. Contractors and their subcontractors must perform all initial, annual, contemporaneous, specialized and termination training required per Department guidance and TD P 15-71 as appropriate for their position. This is in addition to any training their company requires them to have.
Per the TD P 15-71, the contractor shall report to the COR within 24 hours any adverse information coming to its attention concerning employees working under this contract, to include loss or suspension of favorable adjudication, or security issues involving the scope being completed for the contract. Reports based on rumor or innuendo should not be made. The subsequent termination of an employee does not obviate the requirement of the contractor to submit this report. The report shall include each employee's name, social security number, and the adverse information. The contractor shall also report within 24 hours any event the contractor becomes aware of that would be deemed a potential security incident, violation or any compromise involving Treasury systems,

material, or data or systems with Treasury material or data on them. The contractor shall comply with all Federal laws and regulations regarding computer security, information security and privacy. While the contractor's personnel are at the government facility, the contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to security – not only as they relate to its employees and agents, but also to other personnel who are government employees or agents of the government and to property at the site regardless of ownership. While on government premises and in possession of government property, the contractor is responsible for such property and any damage or compromise thereto by contractor's employees. The contractor and its employees shall exercise the utmost discretion regarding all matters relating to their duties and functions, and in the safeguarding of pre-decisional or sensitive information (privacy, etc.) from inadvertent release. At the completion of the contract vehicle, the contractor shall send a written notice from the authorized principle of the company attesting that all file records pertaining to this contract in possession of the contractor were destroyed. The contractor will avoid any improprieties located in FAR Part 3 and 52.203-16 regarding gratuities, kickbacks, conflicts of interest and other ethics issues. Work on this contract may require personnel to have access to private information covered by the Privacy Act, Title 5 of the U.S. Code, Section 552a (in addition to other types of non-public information). All contractor personnel shall adhere to the requirements of the Privacy Act as well as any applicable Department or Federal rule/regulation regarding private information or other types of non-public information. As a condition for access for Government-Owned Systems and data, all contractor personnel must pass background investigations in accordance with OMB Circular A-130 which requires screening of all individuals involved with sensitive applications or data in Federal automated information systems.
Contractor will abide by requirements set forth in the applicable guidance for the protection of unclassified information. If the contractor fails to follow requirements above, this may result in revocation of favorable public trust adjudication for offending employees and potential negative actions against the contract vehicle itself. Per FAR 52.222-54, the contractor is required to comply with enrollment and verification requirements for all contractors except those previously verified by acceptable means. The contractor agrees and understands that the latest version (if superseded) of the U.S.C., CFRs, Executive Orders, Treasury policies and all other government issued documents that are referenced above will be followed.

1.15.2 Key Control.
The contractor shall establish and implement methods of making sure all keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized people. NOTE: All references to keys include key cards. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the QCP. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys to the CO/COR and to the Security.

In the event a master key is lost or duplicated, the Government will replace it and the total cost will be deducted from the monthly payment due the contractor.

1.16 Post-award Orientation/Periodic Progress Meetings.

The contractor agrees to attend post-award orientation conference convened by the Government in accordance with Federal Acquisition Regulation Subpart 42.5, Postaward Orientation. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the CO will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.17 Key Personnel.

The Contractor Site Manager is considered key personnel by the government. The Contractor Site Manager shall be responsible for the performance of the contractor's service under this contract. The name of this person and an alternate who shall act for the contractor when the Contractor Site Manager is absent shall be designated in writing to the CO. The Contractor Site Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Contractor Site Manager or alternate shall be available between 7 a.m. to 4 p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.18 Identification of Contractor Employees.

All contractor personnel shall clearly identify themselves as a contractor and shall be required to wear identification (ID) badges in a visible location on the front of exterior clothing, above the waist, (except when safety or health reasons prevent such placement). ID badges shall be worn at all times when performing work. ID badges shall state the name of the individual and the company they represent. Contractor personnel are prohibited from possessing weapons, firearms or ammunition, on themselves or within their contractor-owned or privately owned vehicle while on Treasury's premises.

PART 2
GOVERNMENT FURNISHED ITEMS AND SERVICES

2. Government Furnished Property.

The government shall furnish for the performance of the workspace (including office and storage areas), facility access keys and badges. In addition, the Government will provide a complete inventory of the Government Furnished Equipment (GFE). See Attachment #2 – Government Furnished Equipment List (GFE). Government property shall be used for official Government business only in the performance of this contract or on-site catering. The contractor or the contractor's employees, other than in the performance of

this contract will not use Government property in any manner for any personal advantage, business gain, or other personal endeavor. However, the contractor may, if desired, utilize centralized food preparation and storage sources located elsewhere from which distribution is made to facilities operated under the Contract. Prices charged to the operation for items obtained from these sources shall not exceed the actual cost of procurement and/or storage, preparation and distribution.

2.1 Required Repairs for Government-Owned Equipment.

The contractor shall notify the COR/PM within 24 hours of a needed repair to government-owned equipment within the location of performance.

Upon receipt of notification, the Government will evaluate and address the reported condition as soon as practicable, consistent with mission priorities and resource availability. The Government does not guarantee repair or replacement within any specific timeframe.

The Contractor shall continue performance to the maximum extent practicable using available equipment and any Government-approved contingency procedures.

To the extent that Government-Furnished Equipment (GFE) downtime arises from causes beyond the control and without the fault or negligence of the Contractor, and the Contractor has complied with the requirements of this section, such downtime may be considered an excusable delay in accordance with FAR 52.249-14, Excusable Delays, and shall not serve as a basis for negative performance evaluation under this contract.

Nothing in this section shall be construed to obligate the Government to provide substitute equipment, reimburse lost revenue, or otherwise compensate the Contractor for impacts associated with GFE downtime.

The contractor will be responsible for all equipment repair or replacement costs due to the improper use, vandalism, destruction and/or abuse by its employees.

In the event of food loss due to equipment failure, malfunction, or loss of equipment necessary to maintain proper storage temperatures, the contractor shall immediately notify the COR/PM. All affected food items shall be segregated and secured pending Government review. The COR/PM shall witness the disposal of any food determined to be unsafe or unusable. The contractor shall document the type, quantity, and estimated value of the loss and submit a written report to the COR/PM within 24 hours of the incident. No affected food items shall be discarded without Government verification.

PART 3
CONTRACTOR PERFORMANCE INFORMATION

3. Contractor Performance Information.

3.1 Deliverables.

The contractor shall provide the deliverables described below that are compliant with Section 508 of the Rehabilitation Act, electronic format.
Timely submission is critical to the successful completion of all contractual requirements. All correspondence is to include facility name and contract number.

Deliverables	PWS Paragraph	Delivery Date
Food and Beverage Service Operations	1.5	Date of contract award – 12 months (or completion of contract, if extended)
Menus	1.5.3	Date of contract award – 12 months (or completion of contract, if extended)*
Price/Portion Book	1.5.3 (1)	Date of contract award*
Table toppers are always present on all tables in the Vault Café.	1.5.5	Date of contract award – 12 months (or completion of contract, if extended)
Complete Point of Sale (POS) system	1.5.6	Date of contract award – 12 months (or completion of contract, if extended)
Equipment Inventory List	1.5.18 (3)	Date of contract award – 12 months (or completion of contract, if extended)
Monthly Operating Statements	1.5.18 (1)	Monthly
Patronage and Sales Report	1.5.18 (2)	Weekly
Hazard Analysis and Critical Control Point (HACCP)	1.5.12 (2)	Copy available by Date of Contract Award – 12 months (or completion of contract, if extended)
Quality Control Plan (QCP)	1.14.1	Copy available by Date of Contract Award – 12 months (or completion of contract, if extended)

PERFORMANCE REQUIREMENT SUMMARY

Requirement	Performance Standard	Acceptable Quality Level	Method of Performance Assessment

1) The contractor shall provide food and beverage services	Fresh healthy meals at attractive prices. Wait Time ≤10 min.	Food is healthy, organic and grown locally. Food service is performed in an environmental and sustainable manner. ≥90% satisfaction.	Customer Feedback; Scheduled assessments by COR/PM; and, Random assessments by COR/PM
2) The contractor shall provide a Price/Portion Book	The Price Book is provided on time (including any updates), error-free, and contains the required content.	On average, no more than one error per page; errors are minor and limited to typographical or grammatical errors.	100% review by the COR/PM
3) The contractor shall provide Menus	The Menu is provided on time (including any updates), error-free, and contains the required content.	On average, no more than one error per page; errors are minor and limited to typographical or grammatical errors.	100% review by the COR/PM
4) The contractor shall provide an Equipment Inventory List	The List is provided on time, error-free, and contains the required content.	On average, no more than one error per page; errors are minor and limited to typographical or grammatical errors.	100% review by the COR/PM.
5) The contractor shall provide Monthly Operating Statements	The Statement is provided on time, error-free, and contains the required content.	100% error-free	100% review by the COR.
6) The contractor shall provide Monthly Patronage and Sales Report.	The Report is provided on time, error-free, and contains the required content.	On average, no more than one error per page; errors are minor and limited to typographical or grammatical errors. No more than a Month during a quarterly period will experience a loss in its Operational Costs.	100% review by the COR.
7) The contractor shall provide a Quality Control Plan (QCP)	The QCP is available for CO or COR review, error- free, and contains the required content.	On average, no more than one error per page; errors are minor and limited to typographical or grammatical errors.	100% review by the CO and COR.

8) Vending Machine Services	≥95% uptime	≤5% downtime	100% inspection by COR/PM.
9) The contractor must ensure the table toppers are always present on all tables in the Vault Café.	The contractor must ensure table toppers are present on 98% to 100% of all tables in the Vault Café during operational hours.	95% or more of the required inspections show that the table toppers are present.	100% inspection by COR/PM
10) The contractor must provide complete Point of Sale (POS) system.	This is a secure, Section 508-compliant, web-based and mobile-accessible ordering system with contactless payment capability and reporting functionality.	99.9% uptime	Reviewing of system report and incident log on monthly basis by PM.
11) Cleaning	Sanitary conditions maintained.	≥95% compliance	100% inspection by COR/PM

Proprietary Marketing
The Government acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents of the contractor, whether registered, are proprietary to the contractor, and its affiliated and parent companies, and will not use the marks for any purpose except as expressly permitted in writing by the contractor.

Payment of Postage and Fees.
The contractor shall pay all postage fees relating to contractual information, forms, reports, etc., mailed to the Government.

Applicable Guides.
The contractor shall comply with the following Guides:
Health and Sustainability Guidelines for Federal Concessions and Vending
Dietary Guidelines for Americans, 2025-2030.
Standard for Commercial and Institutional Cleaning Services (GS-42)

PART 4
DEFINITIONS & ACRONYMS

4. DEFINITIONS AND ACRONYMS.

4.1 DEFINITIONS:

CONTRACT SPECIALIST. The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or services to the government. The term used in this contract refers to the prime.

CONTRACTING OFFICER. A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical directions to the contractor if that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.
DELIVERABLE. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.
GOVERNMENT-FURNISHED PROPERTY (GFP) or GOVERNMENT PROPERTY (GP). Property in the possession of, or directly acquired by, the Government and subsequently made available to the contractor.

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

GOVERNMENT PROGRAM MANAGER (PM). An employee of the U.S. Government. PM focuses on the technical and operational success of the program. PM monitors project progress to meet all deliverables within scope, timeline, and budget.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE. The government procedures to verify that services being performed by the contractor are acceptable in accordance with established standards and requirements of this contract.
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

WORK DAY. The number of hours per day the contractor provides services in accordance with the contract.

WORK WEEK. Monday thru Friday, except for Federal holidays unless specified otherwise.

4.2 ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
COR	Contracting Officer Representative
CO	Contracting Officer
PM	Program Manager
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan