Russell Food and Related Services, Senate Office Building
Section C – Descriptions and Specifications/Scope of Services

C.1 General Information

C.1.1 Introduction

Serving Congress and the Supreme Court, the Architect of the Capitol (AOC) is the builder and steward of the landmark buildings and grounds of Capitol Hill. Our staff preserves and maintains the historic buildings, monuments, art, and inspirational gardens on the Capitol campus. Recognizing the trust placed in us by Congress and the American people, the AOC team is committed to providing a safe environment and inspiring experiences for all who work and visit the symbol of American democracy.

The mission of the AOC is to serve Congress and the Supreme Court, preserve America's Capitol and inspire memorable experiences. The AOC is responsible for the maintenance, operation, development, and preservation of 18.4 million square feet of buildings and more than 570 acres of land throughout Capitol Hill. The AOC provides a welcoming and educational environment for millions of visitors through the U.S. Capitol Visitor Center and the U.S. Botanic Garden. Learn more at www.aoc.gov.

The AOC manages food services on behalf of the United States Senate (Senate). Senate dining operations are unique given the congressional environment in which they exist. In addition to historic and architectural value, food services provide Members of Congress, their staff, supporting agencies, and visitors with a convenient solution and facilitate legislative and representational work of Congress.

Food service operations at the Senate are designated as essential support activities or functions under section 307 of the Legislative Branch Appropriations Act, 1988, Public Law 100-202, 101 Stat. 1329-290, 1329-309 (1987), which is a statutory note to 4 U.S.C. § 105.

C.2 Background

The Senate food service operation is comprised of cafes, catering, coffee shops, convenience stores, and vending services on the Senate side of Capitol Hill. This Statement of Work applies to Russell Senate Office Building Room SRB-63.

Senate food services facilities operate in a unique congressional environment. The Contractor must be cognizant of the challenges and uniqueness of the Senate environment, diverse populations, and everyday operations that support Congress. Senate dining operations operate according to the schedule of Congress, which can be less predictable than the schedules of other institutions and can fluctuate based on the needs of the Senate and legislative business. Building population and participation rates in food service operations decrease when the Senate is out of session.

Customers of Senate food service operations include Senators, Senators' staff, elected officials, supporting agencies of Congress, and visitors. Supporting agencies of Congress include the AOC, Senate Sergeant at Arms (SAA), Secretary of the Senate, U.S. Capitol Police (USCP), and

various contracted staff. Unlike other federal buildings, the Senate food services are open to visitors. Visitors include constituents, tourists, trade groups, school groups, issue advocates, other government agencies, and workers from nearby office buildings. An average of 2 million people visit the Senate Office Buildings each year.

C.2.1 Food Service Goals

- Thoughtful stewardship, good taste, and attentive execution must be carried out in all food service facilities.
- Food quality, safety, customer service, speed of service, ambience, comfort, and perceptions of value must be commensurate with services expected at the nation's capital.
- Food services must be a destination of choice at prices that are competitive with similar government food service operations and employee cafeterias in the Washington, D.C. area.

C.3 Operating Hours

Senate food service facilities are located in the Russell Senate Office Building (RSOB) for the Room SRB-63.

Food service facilities in SRB-63 are closed on Saturdays, Sundays, and Federal holidays. Federal holidays can be found at opm.gov. Convenience stores and vending facilities throughout the Senate complex shall operate 24 hours a day, 7 days a week, 365 days a year.

The Senate calendar and holiday schedule can be found at: www.senate.gov. The following food service facilities are operational during the hours listed in Table 1. Certain food service facilities hours are subject to change and may fluctuate based on Senate needs, as provided for specific units and as directed by the Contracting Officer Representative (COR), following approval by the Contracting Officer (CO).

The Contractor shall maintain the core operating hours as specified under Table 1 below for the unit described in C.2 unless otherwise directed in writing by the COR, following approval by the CO. Senate food services and all associated functions are designated "essential." As an essential support activity or function, the Contractor's essential personnel will be required to work unless the CO permits the Contractor to close operations.

Breakfast stations shall be open from 7:00 a.m. – 10:30 a.m. Lunch stations shall be open from 11:30 a.m. to 4:00 p.m. All stations must be open and provide service during operating hours during legislative sessions. When the Senate is out of session, the Contractor may propose to close stations. All station closures must be approved by the COR four (4) calendar days in advance.

Table 1: Core Operating Hours

Food Service Facility	In Session	Out of Session Hours
Russell Senate Building Room SRB-63	Monday – Friday 7:00 a.m. – 4:00 p.m.	Monday – Friday 7:00 a.m. – 4:00 p.m.

If a permanent change in operational hours is requested, the Contractor will seek approval for the change from the CO and provide documentation to support its request. Permanent changes to the operational hours require a contract modification. In no event shall the Contractor make a permanent or temporary change in operational hours without the express, written approval of the CO. Such approval may be approved or denied at the sole discretion of the CO, for any reason or no reason at all.

C.3.1 Modification in Operating Hours
There may be exceptions to hours of operation listed in Table 1, as approved by the CO, when Senate food service facilities may operate under reduced operating hours when the Senate is not in session.

During periods of inclement weather and/or emergencies, AOC closure decisions are made independently of the Office of Personnel Management (OPM). The Contractor shall have written instruction from the CO in the event of inclement weather or emergency status for all food service operations. The Contractor shall maintain close contact with the COR to determine whether food service is required during these periods.

C.4 Guidelines
Contractor will serve items in accordance with applicable provisions of the Food and Drug Administration (FDA) Food Code, U.S. Department of Agriculture (USDA), Food and Safety Inspection Service (FSIS), 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.

The Contractor will maintain continuity of services, without interruption, throughout the entire term of the contract.

C.4.1 Food Quality Standards
As part of contract performance, the Contractor must maintain a superior standard of food quality based on the performance levels outlined below. Those standards include, but may be expanded per the discretion of the COR, as follows:

- Pastry and baked goods are fresh and current.
- Whole fruit and salad bar offerings are fresh, blemish-free, and 100% available.
- All items on the menu are 100% available during opening hours of operation.
- All food products must meet or exceed the following grades:
    - Fresh Meats: Choice, and Processed: Standard
    - Poultry: A

    - Dairy: AA
    - Fruits and Vegetables: Fresh: U.S. Fancy No. 1, Processed: A
    - Any food product not addressed above shall meet/exceed USDA's top grade.
- Hot/Cold Food Bar is stocked and freshness and aesthetics are maintained.
- Made-to-Order products match order description.
- Pre-packaged products are current (unexpired) and stock (i.e. candy, chips, drinks) is maintained at par levels.

As part of contract performance, the Contractor must identify a variety of products and must maintain adequate stock levels to ensure a varied and complete selection of products.

The AOC reserves the right to examine all records, documents, logs, and information pertaining to food quality, Contractor performance, and/or safety at any time.

C.4.1.1 Nutritional Information
Products will include labels in accordance with FDA regulations and guidelines. All items known to contain critical dietary allergens, as defined by the FDA major allergen guidelines, shall be clearly marked with appropriate warning language.

C.4.2 Service Areas, Personnel, and Wares
The AOC will provide the following necessary utilities for the operation of the Russel Senate Office Building Unit: electricity, heat, air conditioning, hot and cold running water, and ventilation. The AOC will not guarantee the uninterrupted provision of the above utilities and service except to ensure that reasonable and diligent efforts will be pursued in restoring the interrupted service. The Government will not be liable for product or revenue loss that may result from the interruptions or failure of the above services to include any planned building outages. The COR will communicate planned building outages to the Contractor's on-site General Manager.

The AOC will provide standard illumination in the food service areas to include cleaning and replacing light bulbs. Any specialized lighting desired by the Contractor shall be at its own cost and expense. The COR must review and approve specialized lighting prior to contractor installation.

The AOC will provide pest control services for all space assigned to the Contractor for use under this contract. The Contractor will provide prompt notice to the COR of any signs or evidence of pests. The Government will not be liable for product or revenue loss in the event of pest issues or closures required to handle pest issues.

The following general standards will apply to all food service areas:
- Dishes, glassware, and utensils will be handled in a sanitary manner. Appropriate serving utensils will be used to plate food products, and bare fingers will not contact food surfaces.
- Food and beverage items will be available for take-out with appropriate recyclable service ware.

- All disposable service ware, including trays, utensils, napkins, cups, and other items shall be commercial grade products that are durable, leak-resistant, and appropriate for their intended use.
- Non-disposable service ware and equipment will be of high quality and certified or classified as acceptable for sanitation per the 2022 (FDA) Food Code Section 4-205.10, or latest version.
- Splattering or other sloppy service practices will not be tolerated.
- Foods will always be portioned according to established portion sizes.
- Employees assigned to counter stations will be familiar with menu items, accompaniments, prices, and correct portion sizes.
- All employees will be professional, polite, and attentive to the patron's needs and provide courteous customer service.
- Condiment stations in the dining room for patron self-service will be monitored to ensure they are clean and appropriately stocked throughout the service hours.
- Patrons in retail locations are responsible for depositing soiled service ware in containers that are segregated for compostables, recyclables and landfill waste. The AOC will provide containers strategically located in the dining area. The Contractor will monitor these receptacles and empty immediately when full.
- The Contractor will be responsible for ensuring that the exterior and the interior of the receptacles are cleaned on a frequency (minimum daily) that will prevent unsightly dust, dirt, and food waste buildup.
- All floors, tables, and chairs will be actively cleaned by Contractor staff during service to remove remaining soiled service ware and clean table and chair surfaces.

C.4.3 Sanitation

The Contractor will furnish all labor, supplies, materials, equipment, and supervision sufficient to serve high quality food under clean and sanitary conditions. The service will be in accordance with the provisions and recommendations contained in the most recent Food Code published by the U.S. Department of Health and Human Services (HHS), Public Health Service, and FDA. The Contractor will follow a “clean-as-you-go” policy, continuous cleaning of surfaces to avoid buildup. The food service facility is subject to inspection by the AOC and the Office of Attending Physician (OAP) at any time. The Contractor shall also adhere to the following standards and guidelines:

- In preparation, production, office, dining, vending, and all other food service areas, the Contractor shall maintain all fixtures, equipment, materials, utensils, floor surfaces, walls, doors and other surfaces in a sanitary condition.
- In the dining areas, the Contractor shall ensure that the food service seating and trash disposal areas are free of used containers, napkins, and soiled service ware. Tabletops, bases and chairs will always be clean. Consumer recycling and trash receptacles will be placed in visible locations in dining areas.
- The Contractor will remove trash in the seating area and transport it to the Hart or Capitol Visitors Center loading dock in accordance with the “Operating Responsibilities Matrix” of the contract. The Contractor shall collect and transport recyclables and/or compostables to the loading dock for placement in the appropriate

receptacles in accordance with the Senate Office Building Recycling Program. All waste management will comply with applicable Federal and local requirements.

- The Contractor shall provide all janitorial services for the food service areas, to include but not limited to daily cleaning of floors, kitchen, seating, tables, condiment stations, and utensil stations. The Contractor shall clean all interior walls in all food service areas, and clean hard surface flooring in accordance with industry standards or per FDA Food Code.
- Contractor is responsible for pulling out equipment to clean hard to reach areas to provide comprehensive and thorough cleaning of spaces beyond visible areas and routine tasks every eight (8) weeks. Key characteristics include comprehensive cleaning to include disinfecting, removal of stains and buildup, and attention to detail.
- Failure to keep any of the facilities in a clean and sanitary condition satisfactory to the AOC or the OAP may result in the authorization of cleaning of the facilities by other means and charging the cost of such work to the Contractor.
- Within fourteen (14) calendar days of issuance of an OAP report, the Contractor shall address all findings in it and confirm in writing through the COR that it has addressed all of the report's findings.

The COR may direct the Contractor to deep clean equipment or areas if the areas become heavily soiled and untidy. Completion of the cleaning must be conducted no later than three (3) business days after notification from the COR. The Contractor is required to provide the task list/schedule of deep cleaning equipment and units at kick off.

Failure to comply with OAP or COR directives may result in a Cure Notice from the CO and other financial penalties per the Quality Assurance Surveillance Plan (QASP).

C.4.3.1 Oil Disposal

The Contractor is responsible for adhering to the AOC's policies and procedures on transportation of oil, oil dumping, and oil spills, provided by the COR at commencement of the contract.

This unit is not equipped with an oil recycling pump. The Contractor will be responsible for recycling the dirty oil, with process approval from the COR.

C.4.4 Environmental/Sustainability Initiatives

Contractor must support AOC sustainability programs with marketing and merchandising materials that are implemented in retail operations. Contractor must also:

- Participate in all present and future AOC campus waste diversion programs.
- Use environmentally friendly cleaning supplies per Environmental Protection Agency (EPA) designations.
- Maintain separate waste streams for recyclables, compostables, and non-recyclables in kitchen, preparation, serving, dishwashing and dining areas. Contractor may not mix recyclable or compostable materials with other trash going through the waste stream.
- Recycle all kitchen grease and provide AOC with monthly diversion report during each monthly meeting.

- Provide only napkins with minimum 50% post-consumer product, to be used at all retail food service locations.
- Encourage the use of reusable vs. disposal service ware in operations that have dishwashing capabilities. Not use Styrofoam disposable food vehicles.
- Maximize efforts to maintain energy and water efficiencies and savings.
- Procure and install equipment that meets AOC exceeds the Energy Star and / or Federal Energy Management Program energy efficiency guidelines.
- With the exception of disposable utensils, source only single-use disposable service-ware that is capable of diversion through AOC's waste management program as either recyclable or compostable, unless otherwise directed. Contractor must submit a list of all single-use disposable service ware to be reviewed and approved by AOC within 15 business days. Every six (6) months, the Contractor has the option to submit any proposed changes in single-use items to COR for review.
- To the maximum extent, donate edible surplus foods for human consumption while following all necessary food safety procedures, in accordance with the FDA. Report to AOC monthly to include pounds donated and recipient organization.
- Contractor must recommend new ideas and must support current AOC initiatives regarding sustainable practices and environmentally conscious disposables and must communicate these practices to the food service customers. The AOC sustainability program must be extended to all services managed by the contractor.
  Contractor must educate kitchen staff in recycling and composting procedures. The AOC will provide recyclable and compostable receptacles in food preparation areas.

C.4.5 Food Offerings

The Contractor shall ensure that all food offerings within Russell Senate Building Room SRB-63 are available from the exact opening times to the exact closing times in Table 1. Failure to operate within, and at, these hours may result in financial penalties to the Contractor.
The Quality Assurance Surveillance Plan will be used to measure and report on compliance with operating hours and food offerings. If the Contractor fails to meet these requirements, the AOC will issue corrective actions and may assess financial penalties.

C.4.6 Grab and Go Program

If the Contractor provides a Grab and Go program, it must consist of a variety of prepared food items that are ready to eat, in addition to its normal food services.

C.4.7 Pricing

The contract will reflect the menu items and the food/beverage program that the Contractor will provide and the prices that the Contractor will charge for those items and that program. All pricing and accompanying information, will be incorporated as an attachment to the contract.

C.4.8 Marketing and Displays

All physical enhancements to Russell Senate Building Room SRB-63 shall be at the full cost and expense of the Contractor.

The Contractor is responsible for preparing all digital and printed promotional material. The Contractor shall have the ability to electronically display food menus. The Contractor shall design and deliver appropriate marketing initiatives to foster a broad and enduring relationship with the Senate community. The diversity of the Senate community must be taken into consideration when designing marketing initiatives.

To ensure a positive customer informational experience, the Contractor shall ensure that signage and product labels are professional and creative, appropriately placed, non-controversial, and factually accurate. Marketing programs, merchandising displays, and promotions should stimulate customer interest and increase participation.

The Contractor shall obtain written approval from the COR before undertaking any marketing or promotional initiatives and displaying any on-site materials or graphics, including menu boards, tabletop displays, promotional advertising, bulletin boards, and the AOC's, the Senate's, and the Contractor's names and logos.

The Contractor must utilize social media and other electronic delivery methods to communicate menus and other food service information.

The Contractor must submit all marketing and promotional initiatives and materials (including related signage) to the COR for review/approval no less than fourteen (14) calendar days before it proposes to begin those initiatives or use those materials.

With COR approval, menus, terms and conditions, etc. may be uploaded onto the Senate intranet.

C.4.8.1 Dedicated Contractor Website

The Contractor shall have an independently owned and operated website for the service location. The Contractor's website shall be mutually approved and maintain daily hours, specials, menu items, contact information, locations, and General Manager information. The website should be user friendly, ADA compliant, aesthetically pleasing, up-to-date, hosted on the Contractor's network, and accessible to all the Senate community at all times.

The Contractor must provide at least seven (7) calendar days' notice of weekly menus, promotions, incentives, and specials for operations on its website. It must ensure that its website is developed and maintained to effectively communicate hours of operation, all food service facility offerings, specials, and contact information.

C.4.9 Equipment

All preventative maintenance on government furnished equipment shall be at the full cost and expense of the Contractor. Preventative maintenance shall be performed quarterly by an independent preventative maintenance company, as approved by the COR. Preventative maintenance includes but is not limited to, inspecting for wear and tear on the equipment and

cleaning the condenser and evaporator coils, based on the manufacturer required timeframe. All inspection and cleaning outcomes must be submitted to the COR no later than one (1) week after inspection.

C.4.9.1 Government Furnished Property (GFP)
All heavy (capital, permanent (i.e., steam kettles, ovens)) equipment currently in the Senate food service facilities is not owned by the AOC. All GFP inventory currently in the food service facilities is provided to the Contractor to use in an as-in condition. See Clause AOC52.245-2 Government Furnished Property. See Attachment J.5 "Government Furnished Property" inventory list.

Microwaves, televisions, tables, and chairs located in the common areas are considered GFP. All maintenance and repairs to these items are the responsibility of the AOC.

GFP inventory will be conducted in collaboration with a representative from COR and Contractor annually by the fourth (4^{th}) Friday of January, the beginning of each contract year.

C.4.9.2 Contractor Furnished Equipment
The Contractor must provide, at Contractor cost and expense, all small wares and loose equipment. Small wares are defined as glassware, flatware, dinnerware, pots, pans, bar supplies, décor, tabletop items, food preparation and serving utensils, storage supplies, service items, and removeable or tabletop small appliances (e.g., toasters, slicers, food processors and espresso/coffee machines). The AOC will have the right to review and approve any small wares or loose equipment used or in view of visitors/customers.

C.4.9.2.1 Equipment Approvals
The COR will have the right to review and approve any small wares or loose equipment used or in view of visitors/customers.

Before placing any new equipment in Senate food service facilities (e.g., new oven, new small ware equipment, new food cart), the Contractor must submit a proposal to the COR that includes the specifications and pricing for all equipment. The COR must approve all new equipment proposed for Russell Senate Building Room SRB-63 by the Contractor.

All equipment must be National Sanitation Foundation ("NSF") certified equipment (with an NSF label) or American National Standards Institute ("ANSI") classified equipment.

C.4.9.3 Government Furnished Equipment and IT Equipment and Software Replacement/Augmentation
The Contractor may be directed to replace or augment existing government furnished equipment, IT equipment, and/or software replacement or augmentation when the directive is provided by the COR. Subject to funding, the Contractor will be reimbursed for the actual purchase costs from the AOC. Costs must be provided through a formal quote and submitted to the COR upon request. The contractor is required to seek a minimum of three (3) quotations, if applicable, for the government to review. All quotes received will be based on most favored customer pricing. This equipment will be added to the GFP inventory list after payment is complete.

C.4.10 Technology
The Contractor is responsible for incorporating technology solutions, as needed. All applicable technology solutions must be in compliance with the Americans with Disabilities Act.

C.4.10.1 Point of Sale System ("POS")
The Contractor must provide and install their own POS system to be used at Russell Senate Building Room SRB-63. The system must be configured so that each POS terminal can operate independently of its central server if there are network issues, or the central server fails. 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. The Contractor is responsible for the cost and implementation of all hardware, software updates, preventive maintenance, and repairs. In addition, the contractor shall ensure the POS system maintains, at a minimum, the following capabilities:

- Data collection for historical sales record
- Reporting capability at user-defined intervals
- Electronic registers shall issue an itemized receipt

Refer to POS requirements document, Attachment J.9 "Point of Sale Technology Requirements". At no time shall the contractor connect their systems to the AOC network or AOC systems, especially the Point of Sales system.

C.4.10.2 Mobile, Pre-Ordering, Delivery Services
The Contractor may provide dedicated mobile and online ordering capabilities for customers and patrons. The Contractor may deploy an ordering platform via an application, website, and/or kiosk for pre-ordering. All ordering platforms must be capable of electronic submission without the need to download a form. All online ordering processes must be approved by COR before implementation.

The AOC may choose to have a universal mobile application platform for online ordering for customers and patrons. If so, the Contractor will be required to implement and the use the system. The Contractor is responsible for ensuring that all pricing, menu, and descriptive data listed are accurate and updated as necessary.

The Contractor may propose food and beverage deliveries to offices throughout the Senate Office Buildings and Senate side of the Capitol, subject to the review and approval of the COR. Any delivery charges must be approved by the COR prior to implementation.

C.4.10.3 Method of Payment
All major credit, debit cards, devices that facilitate payment with smartphone applications (e.g. Google Pay, Apple Pay, etc.) and cash must be accepted at each Senate food service facility. The Contractor must accept and implement any future requests from the AOC of other payment methods not currently listed within ninety (90) calendar days. The Contractor is responsible for all costs and fees associated with any method of payment. The Contractor shall provide the

necessary equipment and telecommunication services to enable patrons to pay by any of these methods.

C.4.10.4 Technology Related Security

C.4.10.4.1 Compliance

Any credit or debit card processing system or POS system utilized by the Contractor must be Payment Card Industry (PCI) compliant and must be upgraded accordingly as applicable standards change. It is the Contractor's responsibility to ensure that all third-party processors are fully PCI-compliant and continue to be so during the contract performance period.

C.4.10.4.2 Connectivity

The Contractor shall bear the cost of any infrastructure enhancements, including the cost of providing internet access, to ensure all service outlet cash registers are networked, and shall provide any required maintenance, service, and system upgrades and/or replacements, as needed during contract performance. Hardware and software maintenance on Contractor-owned computer equipment is the sole responsibility of the Contractor. All computer equipment must meet minimum AOC hardware standards and be kept refreshed pursuant to AOC policy. The Contractor must adhere to all Senate Information Security Policies and AOC Information Security Publications. It is the Contractor's responsibility to implement upgraded computer equipment over the life of the contract to meet AOC policies and standards and to ensure that Contractor-owned hardware and software are compatible with AOC hardware and software.

The Contractor, if hosting an information system on behalf of the AOC, must conduct either an Assessment and Authorization of their system in accordance with National Institute of Standards 800-Series Special Publication's guidance or conduct independent assessments of their information security controls by a third-party assessment organization using industry standard metrics and methodologies.

The Contractor must ensure that its IT-related products or services comply with AOC policies, and applicable standards and guidelines, including AOC Order 7-4, IT Security Policy, presented at contract award. Personnel with AOC system accounts responsible for rendering the Contractor's services must be subject to the same security requirements as AOC employees including but not limited to annual Rules of Behavior, and Computer Security Awareness Training.

The AOC will provide connectivity (to include IP subnet, switch ports and activating necessary jacks) to the Contractor's network or infrastructure at reasonable locations in the quantities identified by the Contractor, as allowable by the AOC. If connections are required at locations where none currently exist, the AOC will work with the Contractor to develop the cabling statement of work to meet the AOC's cabling standard. The AOC will coordinate the installation with its cabling vendor. The Contractor will be required to pay for all voice or data line additions, moves or changes.

The AOC network will only be used for communication between the Contractor's onsite staff and AOC staff/organizations. Any other data communications, including those that go outside of the Capitol complex (examples include back-to-home office, Internet access or for a POS

system) must be done on a private, Contractor-owned and-maintained network. The Contractor shall use the AOC email system to send any email concerning financial, controlled unclassified information, personally identifiable information or other sensitive data. The AOC will provide email accounts to Contractors' key personnel once they are properly vetted by the U.S. Capitol Police for suitability. Additional email accounts may be provided at the discretion of the COR.

If cabling is required, the AOC will develop 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 AOC will assist the Contractor with coordinating the install of any provider circuits that will be needed. All costs including installation and monthly reoccurring charges for these circuits will be at the expense of the Contractor.

C.4.10.4.3 Wi-Fi
Contractor must have their own Wi-Fi network to conduct daily business operations. Wi-Fi must be the responsibility of the Contractor. Wi-Fi installation must be approved by the AOC and must meet mandatory security requirements and cannot interfere with the existing government-owned and managed Wi-Fi network.

C.4.11 Personnel and Related Requirements
Within the Capitol Hill setting, on-site Contractor's food service personnel may be perceived by patrons as "representatives of the AOC." Contractor personnel shall always conduct themselves with the highest standards of moral, ethical, and professional behavior. Therefore, the AOC reserves the right to require the immediate removal of any on-site personnel who do not uphold these standards from the contract.

C.4.11.1 Key Personnel Qualifications
The "key personnel" position, in accordance with AOC Clause 52.211-1 "Key Personnel", of Section G of the contract, is subject to the approval of the AOC. Attachment J.7 "Qualifications of Key Personnel" outlines specific qualifications for designated key personnel. Relocation, removal, or extended leave (above 5 days) approvals are subject to COR approval.

C.4.11.2 Employee Professional Appearance
The Contractor shall comply with all AOC safety policies and shall require all employees to wear appropriate clothing apparel for the assigned tasks. No sandals or any style of open toe shoes shall be allowed for any position that requires lifting of 5lbs or greater as this would pose a risk of injury.

The Contractor's employees shall be appropriately attired when performing their work assignments. The term "appropriate attire" is defined to include all apparel, uniforms, nametags, hats, hairnets, etc. All attire will be in good taste and appropriate to the professional environment of the Senate community. All uniforms must be pre-approved by the COR.

C.4.11.3 Professional Training and Certifications
The Contractor must maintain current ServSafe certifications, including those related to Food Manager and Food Allergens, for all managerial and supervisory staff. The Contractor will

present these certifications to the COR at the commencement of the contract, upon a manager's or supervisor's recertification, when the Contractor assigns a new manager or supervisor to the contract, and upon request by the OAP or the COR.

The Contractor must reasonably attempt to provide training recommended by the COR for Front of House (FOH) and Back of House (BOH) employees. The Contractor shall demonstrate a commitment to continuing education for FOH and BOH staff, such as food handler courses, customer service refreshers, and fire and other pertinent safety courses, by providing training to all employees at least twice a year. The COR may require Contractor personnel to take additional, mandatory trainings as needed.

All staff must attend semi-annual yearly customer service training, at the cost of the contractor. Customer service training records will be provided to COR at the conclusion of each training session, no later than seven (7) calendar days following the training.

Employee training shall also include Senate-specific emergency, operational and safety procedures. The Contractor shall comply with and participate in training exercises to ensure that staff are educated on Senate emergency requirements and procedures. The timing and frequency of training exercises shall be at the sole discretion of the AOC and/or other Legislative Branch entities. Each employee must be familiar with the emergency procedures for the facility before being assigned a duty.

C.4.11.4 Contractor Office Space
Russell Senate Office Building SRB-63 has a designated office space within. No other office space will be assigned.

C.4.11.5 Parking
Parking is not included in this contract.

C.4.12 Renovations & Remodeling

This is a contract for food service in an existing space. Through the course of performance, the AOC will consider suggestions from the Contractor for modifications to enhance Russell Senate Office Building SRB-63. Conceptual reconfiguration recommendations, if proposed, and desired equipment replacements shall be submitted to the COR for consideration. The financial responsibility for all proposed modifications shall be the responsibility of the Contractor to achieve the desired result. The AOC will perform all work to relocate infrastructure and hook up equipment. The AOC will approve all construction associated costs for the relocation of infrastructure and hooking up equipment based on availability of funds.

C.4.12.1 Contractor-Desired Renovations
If the Contractor desires to make improvements to spaces to support food service operations, above as part capital investment, AOC will have final approval of design, construction, contractors, and project management personnel. The AOC will approve based on funding availability. The AOC will select and engage all architects, engineers, contractors, and other required personnel for any construction project. The AOC may seek advice and input from the

Contractor during the process.

After award, the Contractor shall employ the services of a licensed architect/engineer (A/E) team to develop fully detailed design drawings for the renovation concept (inclusive of capital investment) that was submitted as part of the proposal and incorporated into contract award. The design shall be submitted for review and approval by the AOC in accordance with the following schedule:

- The Contractor shall submit the design to the AOC no later than six (6) weeks after award for review and comment.
- The AOC will provide review comments no later than two (2) weeks after receipt.
- The Contractor shall incorporate comments and submit its revised design and draft construction schedule within four (4) weeks of receipt of AOC's comments
- The AOC will provide review comments no later than two (2) weeks after receipt.
- The Contractor will incorporate comments and provide final design and construction schedule to AOC for back-check and approval.

No construction work shall begin without a 100% completed design, AOC approval of the design, an approved construction schedule, and a mutually agreed construction start date. AOC construction clauses and design manuals, to include federal rules and regulations governing construction contracts, including ADA, shall apply to construction/build-out of any food service facilities, as applicable.

All subsequent redesigns, renovations, and/or space enhancements shall be at the full cost and expense of the Contractor and subject to the prior review and approval of the AOC. AOC construction clauses and design manuals, to include federal rules and regulations governing construction contracts, including ADA, shall apply to construction/build-out of any food service facilities, as applicable.

Noise producing construction work may not take place from 8:30a.m.-8:00p.m. Construction work plans and all outage requests must be submitted twenty-eight (28) days in advance of commencement of work.

Any specific equipment requirements must be provided to the AOC prior to the start of the design development. The Contractor has the option to provide specific equipment not to exceed $1,000,000. All specific equipment must be approved by the COR. All GFE will compete on the open market or pursuant to the GSA Federal Supply Schedule to meet the specification.

C.4.12.2 Capital Investments

The AOC will provide Russell Senate Office Building SRB-63 in an "as-is" condition at the commencement of the contract, including furniture, fixtures, and equipment as of the start date of the contract. The Contractor agrees to accept the facility in the "as-is" condition for performance of the contract. The Contractor may propose making a capital investment in physical, permanent

improvements to the facility before and during performance of this contract. The Contractor will be making any capital investment at its own risk with no expectation of reimbursement from the AOC. Any proposal is subject to AOC approval.

The Contractor will be required to provide the capital investment for all loose equipment, start-up and pre-opening costs and expenses, consumable inventories and any renovation/remodeling that is recommended by the Contractors and proposed to the AOC.

The Contractor will be required to have liquid and verifiable funding in the amount of $1 (one) million for the Russell Building Food Service Unit. This does not include proposed remodeling and/or capital investment required for the facility if part of the proposal.

C.4.13 Quality Control
Quality control ensures all deliverables and services meet the standards established in this scope of work.

C.4.13.1 Quality Assurance Plan: Contractor Provided
The Contractor shall provide a Quality Assurance Plan ("QA" Plan) designed with management and quality control actions necessary to meet the quality standards set forth by the contract. The QA Plan shall detail those actions being implemented to meet contract goals, service levels and SOW requirements. The Contractor shall maintain a comprehensive program of inspection and monitoring actions. Once mutually agreed upon, the Contractors shall use the QA Plan to guide and document the implementation of the required management and quality control actions to satisfy the contract requirements. The QA Plan will be provided as part of the deliverables in Attachment J.11.

C.4.13.2 Quality Assurance Surveillance Plan: Government Provided
The AOC will implement a Quality Assurance Surveillance Plan (QASP) to conduct oversight of the Contractor's quality control efforts. The QASP is implemented to ensure the Contractor is delivering effective and timely results of the contract. The AOC will use the QASP to ensure the Contractor performs quality control to adequately meet the contract performance standards. The nature and content of the QASP program will be mutually agreed upon between the Contractor and the AOC. The AOC reserves the right to conduct additional assessments through a third party at any time.

C.4.13.3 QASP Process
The AOC will assess the Contractor's performance efforts in accordance with the QASP performance standards. The COR will perform daily surveillance of the Contractor's activities and document the Contractor performance per the established quality ratings: acceptable, marginal, or unacceptable. Other methods of surveillance may include written details of inspections or data gathering, conversations or meetings with the Contractor, notes and comments that support inspection paperwork, or feedback from customers. The AOC reserves the right to use a third-party to perform quality inspections and surveillance.

The COR will monitor the Contractor's quality assurance for the facility. COR(s) may sample menu items to ensure continuation of quality on all menu items. Frequency of samplings will be determined by the COR.

COR(s) may inspect all food service facilities for quality assurance, product verification, food handling practices, and safety purposes at any time.

C.4.13.4 Unacceptable Quality Findings
Unacceptable quality findings will be resolved within a mutually agreed timeframe between the COR and the Contractor. Disagreements or disputes regarding unacceptable quality findings will be referred to by the CO for final decision. All areas deemed corrected by the Contractor are subject to re-inspection. Cure notices, if necessary, will be issued by the CO.

C.4.14 Customer Service
The food service facility and the services covered under the contract are an integral and an important part of the visitor and staff experience.

C.4.14.1 Customer Service Experience
The Contractor must provide outstanding customer service in Russell Senate Office Building SRB-63. The Contractor staff must be motivated and thoroughly trained to ensure the highest quality of service.

C.4.14.2 Customer Assessment Tools
The Contractor shall propose and utilize a variety of assessment tools to measure customer service and customer satisfaction in order to achieve and maintain customer service levels above ninety percent (90%). This requirement does not preclude the Contractor from conducting other assessment programs to gauge level of performance and customer preference.

The number, type, methodology, frequency, and content of all contractor assessments shall be submitted to the COR for approval no later than fourteen (14) calendar days prior to proposed distribution or implementation. The results of all assessment activities must be submitted to the COR within thirty (30) calendar days of the assessment end date or during AOC requested restaurant meetings, and be accompanied by a proposal to address concerns, trends, and low ratings.

The Contractor may not obtain contact information for customers by accessing the intranet or listservs. The Contractor may only use contact information of customers who have knowingly shared that information with it and may solicit feedback about the food service outlet only. The AOC reserves the right to bring in a third-party for independent assessments, inspections, and consulting on Senate food services and related matters.

Assessment tools must include, but not be limited to, electronic (both active and passive) comment cards, semi-annual surveys, and corporate semi-annual assessment reports. The Contractor must share the results with the AOC during monthly meetings, or as requested.

C.4.15 Security

Contractors and vehicles entering the Capitol complex under this contract and all new and current food service staff, both hourly and management, are subject to Senate security requirements; AOC52.204-4 “Personal Identity Verification of Contractor Personnel” (E-Verify)” and AOC52.223-7 “Special Security Clearance and Inspection Procedures.” AOC52.223-8 “Delivery Vehicle Inspection Requirements.” Senate security requirements will be an attachment to the contract.

C.4.15.1 Inspections for Safety and Security

Authorized Government employees may inspect the food service facilities for security and safety purposes at any time pursuant to the Inspection and Acceptance requirements of Section E under this contract.

C.4.15.2 Area of Contractor Responsibility

The Contractor’s perimeter includes all spaces within Attachment J.2. All tables and chairs in the eating areas of this space are the Contractor’s responsibility to keep clean and sanitized during business hours. The Contractor is also responsible for maintaining and emptying all trash, recycling, and compostable receptacles in Russell Senate Office Building SRB-63 dining areas.

The Contractor may be held accountable for designated areas relative to loss prevention and preventing unauthorized access to back-of-house areas. The Contractor is responsible for ensuring doors are locked, lights are turned off, and equipment that is non-essential for operations is in the off position outside of business hours. All other locations belonging to the Senate, AOC, or other tenants of the building are strictly off limits.

C.4.15.3 Congressional Identification

Congressional ID’s or badges are required for all employees who work on Capitol Hill. All Contractor employees shall submit an E-Verify form and a United States Capitol Police background check form (CP-491) prior to the performance of work. Contractor employees shall also complete a contractor badging request form. All Contractor employees working on site shall be required to wear an identification badge at all times.

The AOC does not follow certain exceptions as described in the E-Verify federal contractor rule. The Contractor is required to use E-Verify to verify that all employees working on AOC contracts are authorized to work in the United States.

The Contractor shall be responsible for returning the badges of all separated employees to the COR. If a badge is misplaced or unable to be returned, the AOC will levy a fine of no more than $100.00 per badge.

C.4.15.4 Keys

The Contractor will be given a key to their perspective units and offices. The Contractor must account for all keys. The Contractor shall be responsible for returning the keys to the AOC. If a key is misplaced or unable to be returned, the AOC will levy a fine of no more than $100.00 per key.

The Contractor shall submit an annual Key Matrix Audit Report by the last Friday in August each year. This report must demonstrate that the contractor conducted a complete key audit and all issued keys have been physically verified according to the Senate Office Buildings Lock and Key Policy, presented at the Kick Off Meeting. The COR may request a Key Matrix report as needed.

C.4.15.5 Photography/Videography
Photography and videography of any kind is prohibited in food service spaces. See AOC Clause "AOC52.204-9 Photography, Video and Audio Recording."

C.4.16 Administrative Requirements
C.4.16.1 Sales Tax
The Contractor shall not charge taxes to customers under the provisions of this contract. Food service operations at the Senate are designated as essential support activities or functions under section 307 of the Legislative Branch Appropriations Act, 1988, Public Law 100-202, 101 Stat. 1329-290, 1329-309 (1987), which is a statutory note to 4 U.S.C. § 105.

C.4.16.2 Books and Records
The Contractor shall maintain accurate books and records in connection with the services provided under the contract and will retain such records during the contract service term and for two years after the contract is officially closed out and all claims are settled for either party. The Contractor shall use the POS systems (and other automatic cash counting equipment) to properly and accurately record all gross receipts. The AOC will have the right, upon reasonable notice, to review and to inspect such equipment and its operation, and gross receipts at any time. The AOC will have the right to formally audit the Contractor's books and records of account on an annual basis at a mutually agreed upon time and location. If the result of any such audit establishes that the Contractor has overpaid the AOC, the AOC will invoice the Contractor for the overpayment. If the audit reveals the Contractor has underpaid the AOC or expensed an unallowable cost to the AOC, the Contractor must pay the underpaid amount or unallowable cost(s) to the AOC within thirty (30) calendar days.

If the audit reveals an underpayment or unallowable expense in excess of two (2) percent of the total amount of payments payable/reimbursed during any contract year, the Contractor will pay the AOC the cost of the audit plus a ten (10) percent administrative fee.

Contractor records will be available for routine inspection and audit by AOC representatives at any time during the contract services term and for two (2) years thereafter, upon reasonable notice. These routine audits and inspections will not be conducted more frequently than twice in any consecutive 12-month period, subject to the AOC's right to conduct special inspections and audits whenever it deems the audits to be necessary or appropriate. The AOC reserves the right to conduct surprise inspections and audits and/or mystery shopping at any point of sale under the control of the Contractor.

C.4.16.3 Income Statements
The Contractor shall provide to the AOC, monthly (within fifteen (15) calendar days of the end of the Contractor's accounting period) financial statements, including a full statement of all

costs, income, and rebates, per unit. Operating statements must detail all revenue (from all sources) and expenses for the most recent monthly accounting period, monthly and annual budget, monthly variance, Year-to-Date ("YTD") totals and YTD budget totals and YTD variances.

Statements shall be audited and prepared in accordance with Generally Accepted Accounting Principles (GAAP) accepted in the United States of America validated by a Certified Public Accountant (CPA) and include a statement that, "the contractor's financial statements were reviewed/audited by an independent CPA and prepared in accordance with U.S. GAAP. The statements shall be proven as allowed, allocable, and reasonable and include any rebate or other income, pursuant to the requirements of Federal Acquisition Regulation (FAR) Part 31. The Contractor shall allow the AOC or its representatives access to its accounting records. This includes, but is not limited to, meal counts, cash register tapes, sales reports, sales journals, payroll journals, purchase transactions and invoices, other books of original entry, and the general ledger to verify the accuracy of the cost and sales reports. The Contractor's accounting system shall be capable of performing federal government cost accounting. The Contractor must follow the contract year for all reporting.

The Contractor shall submit an annual income statement pursuant to the requirements above, certified by a CPA at an external, independent third-party accounting firm to the COR thirty (30) calendar days after each contract's anniversary date.

The AOC reserves the right to request additional reports or financial information about each food service facility, which the Contractor will provide as needed. The report frequency will be at the discretion of the COR.

C.4.16.4 Logs

Upon the AOC's request, the Contractor shall provide copies of temperature logs, waste logs, recipe cards, and inventory logs. Logs must be submitted via email in PDF or sortable excel file. The Contractor must provide logs to the COR no later than two (2) calendar days after the request.

C.4.16.5 Reports Related to Employee Pay

For the purposes of ensuring Service Contract Labor Standards ("SCLS") and AOC minimum wage compliance, the Contractor will submit the following reports to the AOC:

- **Hire Date Report** – submit a monthly payroll system report that indicates the employee's hire date, SCLS labor classification, and hourly rate(s) of pay on the third business day of each month.
- **Payroll Reports** – submit complete payroll reports on a monthly basis that include the following minimum information:
    - Employee name
    - Hours worked
        - Total number of hours (breakdown: Regular, Overtime, Holiday, Sick, Vacation, Jury duty, Bereavement, etc.)
        - Total amount paid per breakdown category

- Employee benefits – breakdown needed to verify SCLS-compliant benefit payments (e.g., Health and Wellness, contributions to bona fide benefit plans, etc.) and provide additional submittal (e.g., payroll statement for each employee) if benefit is paid in a manner that does not show up on the automated report.

AOC reserves the right to request additional reports if the reports provided do not provide the level of detail needed to verify compliance with SCLS labor requirements and AOC minimum wage rates.

C.4.16.6 Quarterly Business Reviews
The Contractor will present quarterly business reviews to key AOC leadership four (4) times per year.

These meetings will be a forum for the Contractor to share operational and financial results with the AOC. The meetings are designed to be interactive and provide an opportunity for the sharing of information, strategic direction, development of action items and recognition. At a minimum, these meetings must be attended by AOC representatives and the Contractor's Regional Vice President, the Contractor's District Manager, and the Contractor's local management team.

AOC's senior leadership will attend the third quarterly business review. In addition to the review of annual financial results and accomplishments, the meeting will focus on strategy; both parties will discuss goals and objectives for the coming year. Strategic initiatives will be documented by the Contractor and reviewed with the AOC.

C.4.16.7 Other Direct Costs
Other direct costs such as training and materials are not authorized under this requirement.

C.4.16.8 Travel
Travel is not authorized under this requirement. No costs for transportation, lodging, meals or incidental expenses incurred by the contractor are authorized nor shall they be reimbursed under this requirement.

C.4.17 Contract Transition Plan: Phase in/Phase Out

Transition (Beginning of Contract/End of Contract): The Contractor shall provide services needed to assist in a smooth and orderly transition between the incumbent Contractor and a successor Contractor to ensure minimum disruption to vital businesses in Government-owned spaces. These services may include but are not limited to: data and other file transfer, contractor-owned restaurant equipment and small wares, coordination with existing Contractor, and other activities to assist in an orderly transfer and establishment of continued operation of the contract services. The Contractor shall cooperate fully in the transition.

All costs associated with phase-in, transition, mobilization, familiarization, shadowing, recruitment, hiring, onboarding, training, permitting, inspections, and operational readiness shall be the sole responsibility of the Contractor and shall not be charged to the Government, either as direct, indirect, or reimbursable costs.

No transition-related costs shall be charged to any cost-reimbursable CLINs.

AOC will provide a full inventory of property and equipment to be transferred for contractor acceptance. The Contractor shall follow the transition plan submitted as part of the post award conference and keep the Government fully informed of its status throughout the transition period. Throughout the phase-in/phase-out period, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

(a) **Phase-In.**

The Contractor shall provide an implementation/start-up schedule and action plan indicating the steps required from the date of the award of the contract through and including the first ninety (90) calendar days prior to the contract start date at the Kick-off meeting. The following are key dates of the phase-in/transition plan:

(1) Contract award date

(2) Phase-in period/transition period upon the notice to proceed from the CO.

(3) Period of Performance (PoP) - Contractor commences food service operations for this contract.

The contract shall be fully operational by calendar day ninety (90) of the transition plan. The PoP is the contract start date. Prior to the kick-off meeting, the Contractor shall have in place the roles of all individuals that will represent the Contractor during the transition period. On the date the PoP begins, the Contractor shall provide a workforce which is fully qualified and capable of performing all work required under this contract.

(b) The Contractor shall ensure, during phase-in activities, there is no interference with current Contractor activities. Any discussions with current Contractor employees while they are on duty are coordinated with the current Contractor and the COR. The Contractor shall coordinate all site visits in advance to be approved by the COR. The COR may accompany the Contractor at any time. The Contractor's activities shall be limited to those which can only take place prior to the PoP during the transition period activities.

(c) **Phase-Out.**

The contractor shall implement its phase-out plan upon notice from the CO. The Contractor shall provide a schedule and action plan indicating the steps required ninety (90) calendar days before the date of contract expiration or termination prior to the contract start date at the Kick-off meeting.

Provisions for the phase out plan shall include, but not limited to:

a. Submission of final commissions

b. Submission of final invoices, if applicable.
c. Submission of final reports.
d. Return of any other government-owned property not turned over to the new contractor (example, AOC ID badges),
e. Procedures for minimizing impact on performance in compliance with standards in the contract,
f. Procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract.
g. Detailed description on how responsibility and accountability will be relinquished for all government furnished equipment. At the end of the contract period, the Contractor shall coordinate all activities with the follow-on Contractor and/or AOC employees to affect a smooth and orderly transition. The Contractor shall remove all Contractor-owned equipment, food and supplies not transferred to an incoming Contractor or the AOC, as well as all tools, parts and belongings from the Senate furnished spaces by midnight on the last day of the contract.
h. All government 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.

The phase-out period shall take no longer than ninety (90) calendar days before the end of the contract.

C.4.18 Deliverables
Contained in Section J as Attachment J.11 is the deliverables schedule. Fourteen (14) business days after contract commencement, the Contractor and the COR will review and finalize the deliverables schedule.

C.5 Abbreviations and Definitions

ANSI	American National Standards Institute
AOC	Architect of the Capitol
BOH	Back of House
CO	Contracting Officer
COR	Contracting Officer's Representative
EPA	Environmental Protection Agency
FDA	Food and Drug Administration
FOH	Front of House
FSIS	Food and Safety Inspections Service

GFP	Government Furnished Property
HHS	U.S. Dept. of Health & Human Services
NSF	National Sanitation Foundation
OAP	Office of the Attending Physician
OPM	Office of Personnel Management
PCI	Payment Card Industry
PoP	Period of Performance
POS	Point of Sale System
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
RSOB	Russell Senate Office Building
SAA	Sergeant of Arms
SCLS	Service Contract Labor Standards
SOW	Statement of Work
SVC	Senate Side Visitors Center
USCP	United States Capitol Police
USDA	United States Department of Agriculture
YTD	Year-to-Date