

## TABLE OF CONTENTS

<b>B.1</b>	<b>CONTRACT PRICING .....</b>	<b>B-1</b>
B.1.1	General.....	B-1
B.1.2	Concession Contract.....	B-1
B.1.3	Profit and Administrative Expenses.....	B-1
B.1.4	Menu Price Adjustments. ....	B-2
B.1.5	Operating Expenses.....	B-2

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### **B.1 CONTRACT PRICING**

#### **B.1.1 General**

The contractor shall be required to establish and operate the food service facilities in the Bryant Annex of the E. Barrett Prettyman United States Courthouse and Annex, 333 Constitution Avenue, N.W., Washington, DC 20001 (the "Courthouse") in accordance with the terms and conditions of an agreement with the District of Columbia Circuit Court of Appeals (the Court).

#### **B.1.2 Concession Contract**

The Court intends to enter into a profit and loss type concession contract (the Contract or the Agreement), under which the contractor shall receive and retain income derived from sales revenue from, and be responsible for all costs of operation of, the food services concession in accordance with the Agreement, subject to the requirement that the contractor pay any excess revenues to the Courts as stated in section B.1.3 below. The contractor shall perform contract requirements as an independent contractor. Neither the Courts nor the contractor intend that the agreement shall be construed as an establishment of a partnership or joint venture between the parties. The Courts will grant to the contractor for the stipulated period of performance, subject to the requirements and conditions in the agreement, the right to establish, manage and operate a cafeteria in the Courthouse, as described in the agreement and, in connection therewith, to prepare and sell food, nonalcoholic beverages and such other products as the Courts may authorize.

#### **B.1.3 Profit and Administrative Expenses**

The contractor shall maintain the menu price structure such that when net profit is added to administrative expenses, the sum does not exceed 25 percent of net sales

from the operation on an average annual basis throughout the full term of the contract (with all option years).

On an annual basis or at the termination of the contract, the Contracting Officer's Representative shall conduct an audit to determine the contractor's annual net profit and administrative expenses. If the audit reveals that the contractor has earned a total average annual net profit and administrative expenses in excess of 25 percent of net sales, then the contractor shall pay such excess to the Courts. If, however, the audit reveals that the contractor has not achieved an annual net profit of 25 percent of net sales, the Courts shall not be liable in any way for a net profit deficiency.

Any monies due the Courts upon the expiration of the contract must be paid in conjunction with the submission of the final monthly profit-loss statement.

The contractor is granted a period of 30 days from the date of the last day of operations under the contract to submit its final statement.

#### **B.1.4**      **Menu Price Adjustments**

Menu prices submitted by the contractor in its proposal shall be binding when the facility opens for operation. On an annual basis, the contractor may request an adjustment to menu pricing. This adjustment shall be no greater a percentage than the percentage increase as tracked by Consumer Price Index for the previous 12-month period. In the event of extraordinary changes in market prices for food items, the contractor may request individual price increases. All price adjustment requests shall be submitted to the Contracting Officer's Representative for approval at least ten business days in advance of the proposed effective date of such changes. The Contracting Officer will evaluate such requests and provide written approval/disapproval.

#### **B.1.5**      **Operating Expenses**

- (a) The contractor is permitted to incur the usual type of operating expenses for cafeteria services. Operating expenses are the actual net costs after deduction of trade discounts, cash discounts, rebates, etc., which accrue or which the contractor becomes obligated to pay because of operations under the contract. These expenses may include, but are not limited to:
- (1) The cost of food sold;
  - (2) Salaries and wages;
  - (3) Janitorial;
  - (4) Repairs and preventive maintenance to the Courts' and contractor's equipment;
  - (5) Depreciation;
  - (6) Telephone service;
  - (7) Laundry;

- (8) Postage;
  - (9) Insurance;
  - (10) Transportation of goods;
  - (11) Payment to the Courts;
  - (12) Supplies and materials;
  - (13) Rentals of equipment (only when approved in writing by the Contracting Officer);
  - (14) Workers' Compensation;
  - (15) Payroll taxes;
  - (16) Other taxes and licenses;
  - (17) Employee benefits; and
  - (18) Cost of decorations, posters, advertising handouts, etc., promoting special occasions or holidays. All activities of this nature are to be confined to the interior of the building.
- (b) The following are not allowable as operating expenses under the terms of the contract, but are to be recovered as part of the administrative expenses:
- (1) Payroll computations and disbursements of employee salaries;
  - (2) Wages and salaries of home-office employees and general administrative, executive, and management officials for general supervision on the contract;
  - (3) Accounting expenses, including costs of preparing financial reports;
  - (4) Supervision of facilities by the contractor's home office personnel;
  - (5) Other wages and salaries to the extent that they exceed those normally paid for similar work in the locality, unless such excess is approved by the Contracting Officer;
  - (6) Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this contract;
  - (7) Repairs necessary as a result of negligence of the contractor or his employees;
  - (8) Payment for forms and other supplies or stationery; and
  - (9) Other expenses incurred without the approval of the Contracting Officer.

**[END OF SECTION B]**

**TABLE OF CONTENTS**

<b>C.1</b>	<b>FACILITY .....</b>	<b>C-2</b>
	C.1.1 Facility Description. ....	C-2
<b>C.2</b>	<b>CAFETERIA OPERATION .....</b>	<b>C-2</b>
	C.2.1 Food Service Patron Profile. ....	C-2
	C.2.2 Operating Calendar. ....	C-2
	C.2.3 Menu. ....	C-3
	C.2.4 Food Quality and Quantity. ....	C-5
	C.2.5 Vending Services.....	C-5
<b>C.3</b>	<b>PERSONNEL.....</b>	<b>C-5</b>
	C.3.1 Personnel Requirements. ....	C-5
	C.3.2 Personnel Identification. ....	C-6
	C.3.3 On-Site Manager. ....	C-6
<b>C.4</b>	<b>FACILITIES AND EQUIPMENT .....</b>	<b>C-7</b>
	C.4.1 Spaces on Premises Assigned to Contractor.....	C-7
	C.4.2 Government Provided Equipment.....	C-7
	C.4.3 Contractor Furnished Equipment. ....	C-7
	C.4.4 Maintenance of Equipment.....	C-8
	C.4.5 Cleaning and Sanitation.....	C-8
	C.4.6 Insect and Rodent Control.....	C-9
	C.4.7 Licenses and Permits. ....	C-9
	C.4.8 Security and Energy Conservation.....	C-9
	C.4.9 Alterations.....	C-10
	C.4.10 Inspection.....	C-10
<b>C.5</b>	<b>REPORTING .....</b>	<b>C-10</b>
	C.5.1 Reporting Requirements. ....	C-10

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**C.1 FACILITY****C.1.1 Facility Description**

The cafeteria facility is located in the Bryant Annex, near the Third Street entrance of the courthouse, on the first floor adjacent to the atrium. The dining area faces Constitution Avenue. The area to be used by the contractor is as follows:

- (a) The contractor will control approximately 3,505 square feet which includes the servery and the kitchen.
- (b) The public dining area seats approximately 200 people at 68 tables and is 3,000 square feet.
- (c) Three private dining rooms are located adjacent to the public dining room and the kitchen. Collectively, the private rooms seat 50 people.
- (d) The jury dining room is located on the fourth floor and is approximately 420 square feet.

The floor plan and food service equipment to be provided by the Government is contained in Section J.

**C.2 CAFETERIA OPERATION****C.2.1 Food Service Patron Profile**

Food service patrons will consist primarily of judges, court staff, and other building occupants. The building population is approximately 400 with an additional 100-200 visitors per day depending on depending on court schedules. The food service to be provided is for the tenants of the building in addition to those individuals that may be in the building on any given day. The Courts guarantee no participation rate; participation is expected to be a direct result of the acceptance level of the contractor's food service program. The general public will have access to the cafeteria, although the entrances to the Courthouse have security check-in procedures.

**C.2.2 Operating Calendar**

The cafeteria shall be in operation Monday through Friday, 52 weeks a year from 8:00 a.m. to 2:00 p.m., except for Federal Government holidays and any other times the building may be closed. The contractor shall be notified by the Contracting Officer's Representative of any early closings or other unscheduled closings. The service schedule may be modified periodically to provide service for special functions as

required by the Courts. The contractor may, however, choose to operate the cafeteria during hours in excess of the minimum hours specified.

Breakfast hours are from 8:00 a.m. to 10:00 a.m. Morning snack hours are between 10:00 and 11:00 a.m. Lunch hours are from 11:00 a.m. to 2:00 p.m.

### **C.2.3**     **Menu**

The facility has been designed to accommodate the following suggested menu profile. If, however, the demand does not support these suggested items, the contractor may adjust menu offerings subject to the approval of the Contracting Officer's Representative.

Service shall be cafeteria-style and include a variety of service stations, some of which are designed to be for self-service. Breakfast and lunch shall be served, with carry-out available for all foods and beverages. Disposable or reusable cafeteria trays, provided by the contractor, shall be used. All items of dishware and utensils used in the cafeteria, also provided by the contractor, shall be disposable. The only exception to this is that permanentware (supplied by the Court) will be used in the Judge's Dining Room. During meal service, the contractor is responsible for maintaining the dining rooms, including the cleaning of tables after each use, although tables will be cleared by patrons in the cafeteria dining room.

The menu profile shall include the following as a minimum requirement: breakfast offerings with hot foods available; for lunch, soup, salad, (salad-bar and prepared), made-to-order deli sandwiches, grilled and hot food. Beverages shall include water, coffee, decaffeinated coffee, hot tea, and a variety of soft drinks and juices.

#### **C.2.3.1**     **Breakfast**

Preferable breakfast selections include but are not limited to: grilled items (cooked eggs, e.g., scrambled, over-easy, omelettes, pancakes, french toast), hot stations (home fries, bacon, sausage, grits), a daily hot breakfast special, breakfast bar, doughnuts, bagels, toast, muffins, pastries, individual hot and cold cereals, fresh fruit, mixed fruit cups, and yogurt cups. Beverages including coffee and decaffeinated coffee, tea, hot chocolate, juices, and milk.

#### **C.2.3.2**     **Lunch**

Preferable lunch selections include, but are not limited to: soups, chili, grill station (e.g., french fries, fried onion rings, hamburgers, hot dogs, half smokes, grilled chicken breast) featuring a daily grill special, various freshly prepared gourmet sandwiches (e.g., wraps, paninis, club sandwiches, submarine sandwiches), pizza by the slice, salad bar with 20 items priced by the ounce (e.g., fresh cut vegetables, fruit salads, garden salads, pasta

salads, and cheeses, and other accompaniments), selection of prepackaged items (e.g., chef's salad, chicken caesar salad, Greek salad), fruit cups, pies and cakes, beverages, including soft drinks, iced tea, coffee and decaffeinated coffee, hot tea, milk, fruit drinks, bottled water, and hot chocolate. Snack items include, but are not limited to: fresh baked cookies, frozen yogurt with toppings, assorted packaged cakes and cookies, candy, gum, chips, pretzels, nuts, and popcorn.

### **C.2.3.3 Catering**

The contractor shall provide in-house informal catering, such as for working breakfasts or luncheons, when and if requested by the Courts. The Courts will provide that such requests are given to the contractor at least 48 hours prior to the requested catering. The catering menu will be as determined by the contractor and may consist of choices from the cafeteria menu or a separate catering menu. At the start of performance of this contract, the parties shall establish the terms and appropriate points of contact for the provision of catering. The requestor of the catering services shall be invoiced separately for the services and shall be responsible for the payment. The Courts shall be under no obligation to order catering services from the contractor and are free to engage the services of another caterer outside the scope of this contract.

Although the Courts cannot guarantee any specific usage, catering would be for the following types of events:

- (a) The private dining rooms are used for lunch meetings, speakers, foreign visitors, and a variety of receptions and ceremonies. At the Contracting Officer's Representative's direction, the contractor shall serve plated meals and a limited self-service buffet of hot and cold items (selected from the daily menu) to judges and others as well as cater the variety of events held in the private dining rooms.
- (b) Court regulations require that jurors be provided with meals while deliberating. The contractor shall provide meals and snacks for breaks for jurors. The jury dining room is located in the fourth-floor jury lounge, but meals shall also be delivered to individual jury deliberation rooms throughout the courthouse. The contractor shall provide simple coffee and doughnut/pastry set ups, deli lunch trays, or boxed lunches.
- (c) From time to time, the Courts may require catering for special events. Events may occur during business hours, such as luncheon meetings or after hours, such as various court ceremonies or employee events (for example, seasonal parties, award ceremonies). Typically, events are small, but occasionally involve 200 to 300 persons.

### **C.2.3.4 Menu Displays**

Menus with prices listed for every item to be offered for sale shall be posted near the entrance to the cafeteria. Each week's entire luncheon menu including prices and specials shall be provided to designated court managers on the Thursday night prior to that week for distribution. The contractor shall use effective signage, which shall be legible and attractive, for all menu displays and other promotional materials.

#### **C.2.4 Food Quality and Quantity**

The contractor shall provide a variety of nutritious, high quality prepared foods in clean and sanitary conditions. All products shall be monitored by the contractor to ensure product quality and freshness. All foods shall be wholesome and free from spoilage, free from adulteration and safe for human consumption. Uncooked items such as fresh fruits, shall be clean and free from blemish. All foods shall be attractive in appearance and stored and displayed at the correct temperature. The contractor shall ensure that throughout the entire breakfast and lunch hours of operation there is an adequate selection of food items available, including menu offerings.

#### **C.2.5 Vending Services**

There are currently vending machines located throughout the Courthouse that offer soft drinks, snack food, and candy. All vending services provided in the building are excluded from this contract. The vending services currently installed are as follows:

- Basement: Change machine; bottled soda machines; snack machines (snack food and candy, e.g., potato chips, candy bars).
- First Floor: Two canned soda machines.
- Fourth Floor (Jury Lounge): One canned soda machine; snack machine.
- Fifth Floor: One canned soda machine.

##### **C.2.5.1 Portions/Pricing**

It shall be the responsibility of the contractor to follow the approved pricing and portion sizes of all menu items available for sale in the cafeteria throughout the term of the contract. Requests for price increases will be considered as described in Section B.1.4.

### **C.3 PERSONNEL**

#### **C.3.1 Personnel Requirements**

The contractor shall be responsible for maintaining satisfactory standards of employee competency, efficiency, conduct, appearance, promptness, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Employees shall be sober, conscientious, competent, neat, courteous, in good health, and shall avoid undue interference with the operation of the building in



which services are provided. The contractor shall provide sufficient and suitable personnel to maintain sanitary conditions and satisfactory service. The contractor shall provide adequate, trained relief personnel to substitute for the regular employees when they are absent in order that a high-quality operation shall be maintained at all times. The contractor shall require employees to comply with such instructions as pertain to building regulations and evacuation as are in effect for the control of persons in the building. The contractor shall require all its employees to meet the appropriate health standards prescribed by the District of Columbia and Federal laws and regulations. The contractor and his/her employees shall obey all security restrictions imposed on building occupants.

### **C.3.2**      **Personnel Identification**

The Government will provide every employee of the contractor assigned to work in the building with an identification card. The contractor shall provide each employee a distinctive item of clothing such as a badge, cap, armband, blouse or uniform as a means of identifying them as the contractor's employees during the time they are in the building. The Government may require changes or modifications of personnel if, at any time, the standards set forth in this contract are not met.

### **C.3.3**      **On-site Manager**

The contractor shall provide an On-site Manager responsible for the operation of the facility and such support staff as necessary for the efficient operation of the facility to insure prompt expeditious service to all patrons. The On-site Manager shall attend meetings as requested by the Contracting Officer's Representative. The On-site Manager shall have experience in the food service industry and have at least two years of experience in managing a facility of comparable size. Any replacement On-site Manager shall possess similar experience in the food service industry and experience in managing a facility of comparable size. Prior to replacing the On-site Manager the contractor shall first notify the Contracting Officer's Representative of the proposed change and in accordance with Clause 2-65, shall provide the Contracting Officer's Representative a written description of the proposed manager's experience. The On-site Manager position shall be considered a key personnel position as defined in Clause H.5 of this contract. Any substitution or replacement of the On-site Manager shall be accomplished pursuant to the terms of Clause H.5 of this contract.

## **C.4 FACILITIES AND EQUIPMENT**

### **C.4.1 Spaces on Premises Assigned to Contractor**

- (a) The assigned food service space is for the use of the contractor and his employees during the term of the contract. However, the Contracting Officer or appointed Contracting Officer's Representative retains the right to enter the assigned food service space for inspections or other purposes. The assigned food service space and facilities shall be vacated and returned to the Government at the termination or expiration of the contract in a condition correspondent to the condition existing at the time of entering into the contract, reasonable wear and tear excepted. It shall be the contractor's responsibility to maintain assigned spaces in good condition throughout the term of the contract in a manner befitting the courts and notify the Contracting Officer's Representative of any maintenance problems beyond the scope of the contractor's responsibility.
- (b) The physical facilities made available to the contractor under this contract shall be used only in connection with the food service operations required under this contract. The contractor may use centralized food preparation and storage sources located elsewhere to provide food to the courthouse cafeteria provided such facility meets applicable local health and sanitation requirements.
- (c) The Courts reserve the right to use the dining area at other than serving periods, for meetings of court employees or other assemblies. After each use the space will be cleaned and rearranged without expense to the contractor.

### **C.4.2 Government Provided Equipment**

The equipment listed in Section J is provided for use by the contractor on the premises. Items initially furnished by the Government as contained on the equipment list in Section J, shall be listed on a basic inventory approved jointly by the Contracting Officer's Representative and the contractor. Subsequent changes, additions, or deletions, to the basic inventory shall be in writing and approved jointly by the parties. At the expiration or termination of this contract, an inventory shall be taken by the Contracting Officer's Representative and the contractor to verify the correctness of the inventory.

### **C.4.3 Contractor Furnished Equipment**

The contractor shall provide all smallwares, including pots, pans, serving utensils, food containers, dishes, silverware, beverage cups, eating utensils, or any disposable items, such as napkins, paper bags, disposable trays, or any other items of a disposable nature.

Equipment not provided by the Government shall be provided by the contractor at the contractor's expense (e.g., hot chocolate dispenser, juice dispenser). Any major food service equipment, other than Government-furnished equipment, that the contractor desires to furnish and utilize in the facility must first be approved by the Contracting Officer's Representative, and in some cases, by the General Services Administration.

#### **C.4.4 Maintenance of Equipment**

The Government shall provide preventive maintenance on the food service equipment. Any necessary repairs required for the Government-owned equipment not covered under a warranty, shall be paid by the Government. The contractor shall notify the Contracting Officer's Representative within 24 hours of any Government-furnished equipment that requires repair and why the repair is necessary. Any maintenance or repair of the equipment brought on-site by the contractor (i.e., cash registers, office equipment, etc.) is the responsibility of the contractor.

#### **C.4.5 Cleaning and Sanitation**

- (a) The Government will provide garbage removal service from the loading dock. The Government will also provide general cleaning services on a daily basis in the cafeteria, the private dining rooms, and the jury dining room. These cleaning services will include cleaning and/or vacuuming of floors and/or carpets, and as needed, cleaning of the drapes, walls, fixtures, windows, ceilings and exhaust ducts. The Government will provide thorough cleaning and waxing of all floor areas in the kitchen and serving areas and the restrooms every month or as needed.
- (b) The contractor shall clean equipment, counters, work surfaces (including sinks) in the food preparation and food display areas within the kitchens and serving areas. The contractor shall maintain in a clean and sanitary condition all areas which are utilized in any manner by the contractor. The contractor is responsible for maintaining the facility in a clean manner during operating hours. The contractor shall clean, store, and continuously maintain in a satisfactory condition all equipment and utensils regardless of whether provided by the Government or the contractor. The contractor shall store any cleaning supplies in non-food areas.
- (c) The contractor's employees shall regularly empty trash containers to ensure that they do not overflow at any time during operating hours and shall monitor the dining areas before and during service hours to maintain dining rooms in a clean and orderly condition. Although the patrons will clear their own tables in the cafeteria dining room, the contractor's employees shall circulate within the dining room to bus trays and/or remove disposable items, clear tableware in the

private dining rooms, and shall clean the tables and chairs throughout the day in all dining areas. The contractor shall clean table bases on a regular basis.

- (d) The Government will provide all garbage and trash removal necessary for the contractor to operate in compliance with applicable health and sanitation laws and regulations, including applicable recycling requirements. The contractor shall deliver the garbage and trash to the dumpster on the courthouse premises. The time and route for trash removal will be determined by the Building Manager. The contractor shall deposit all waste grease in Government-provided grease barrels near the loading dock. No grease shall be poured down any drains.
- (e) Failure to keep any of the equipment and facilities, for which the contractor is responsible, in a clean and sanitary condition satisfactory to the Contracting Officer's Representative may result in the termination of this contract.

#### **C.4.6**     **Insect and Rodent Control**

The contractor will be responsible for providing insect and rodent extermination services for the serving, dining areas and kitchens (including office and storage areas). The contractor shall have a licensed exterminator set and clean traps every two weeks.

#### **C.4.7**     **Licenses and Permits**

The contractor shall possess all licenses and permits required by federal, state, and local authorities prior to commencing operations in the building. The contractor shall comply with all federal, state, and local laws, codes, regulations, and ordinances and observe all applicable building, health, sanitary, and other regulations and laws.

#### **C.4.8**     **Security and Energy Conservation**

The contractor is responsible for the entire food preparation and food service areas under the control of the contractor and shall ensure that all equipment has been turned off, lights and fans turned off, and doors locked when the cafeteria is closed. The contractor and its employees shall comply with the emergency procedures for the building. The government shall provide all locks necessary to secure the entrances to the servery and food service areas. The government shall provide a key to the contractor. The contractor shall also post a small sign at the entrance indicating whom to contact if an emergency arises. The contractor shall notify the United States Marshals Service and the Contracting Officer's Representative in the event of fire or any other emergency. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to the Contracting Officer's Representative and General Services Administration immediately.

The contractor and its employees shall obey all security requirements and restrictions imposed on building occupants. The contractor's On-site Manager and other employees may be called upon to act as building emergency personnel for the cafeteria premises in the event of emergencies and building evacuation drills and shall attend all mandatory Occupant Emergency training as requested by the Court.

#### **C.4.9      Alterations**

The Government may make alterations and improvements to the facility as the Contracting Officer's Representative, in coordination with the General Services Administration, may deem necessary or desirable. The contractor shall not make any modifications or changes in the decor, layout, or construction of the premises without first obtaining written authorization from the Contracting Officer's Representative. The contractor may display the appropriate identity graphics, signage, and decorations at designated locations within the premises, subject to approval by the Contracting Officer's Representative.

#### **C.4.10    Inspection**

The facility covered by this contract is subject to inspection by representatives of the Government, District of Columbia authorized health department officials, fire marshals, or other agencies relative to safety and security requirements. The contractor shall cooperate fully with the inspectors. The contractor shall notify the Contracting Officer's Representative or his/her representative, in writing, of any potential violations for which the Government is responsible to correct and is also responsible for notifying the Contracting Officer's Representative in writing, of any notices of violations which are received during or in connection with inspections and shall include action plans to correct conditions causing the violations. The Courts retain the right to enter the assigned food service space for inspections or other purposes.

### **C.5          REPORTING**

#### **C.5.1      Reporting Requirements**

The contractor shall furnish copies of the monthly (or four-week) profit-and-loss statement to the Contracting Officer and the Contracting Officer's Representative within thirty (30) days after the end of the monthly (or four-week) accounting period. The Contracting Officer or representatives shall, as required and necessary, examine all phases of the financial operation of the cafeteria. Periodic physical inventories of all food stocks on hand shall be taken by the contractor at least once each quarter.

**[END OF SECTION C]**

**No Provisions.**

**[END OF SECTION D]**

**TABLE OF CONTENTS****E.1 CLAUSE INCORPORATED BY REFERENCE..... E-1**

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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

**CLAUSE NUMBER**

2-5B

**CLAUSE TITLE**

Inspection of Services

**DATE**

APR 2013

**[END OF SECTION E]**

## TABLE OF CONTENTS

<b>F.1</b>	<b>CLAUSE INCORPORATED BY REFERENCE .....</b>	<b>F-1</b>
<b>F.2</b>	<b>PLACE OF PERFORMANCE.....</b>	<b>F-1</b>
<b>F.3</b>	<b>DELIVERABLES/DELIVERABLES SCHEDULE.....</b>	<b>F-1</b>

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### **F.1 CLAUSE INCORPORATED BY REFERENCE (SEP 2010)**

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<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
2-60	Stop Work Order	JAN 2010

### **F.2 PLACE OF PERFORMANCE**

The services required by this contract will be performed at:

E. Barrett Prettyman United States Courthouse and Annex  
333 Constitution Avenue, NW  
Washington, DC 20001

### **F.3 DELIVERABLES/DELIVERABLES SCHEDULE**

The Contractor shall provide the following deliverables identified in Section C of the contract:

<u>Deliverable</u>	<u>Contract Reference</u>	<u>Delivery Requirement</u>
Monthly Profit/Loss Report	C.5.1	30 business days after each month's end

**[END OF SECTION F]**



## TABLE OF CONTENTS

<b>G.1</b>	<b>CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>G-1</b>
<b>G.2</b>	<b>CONTRACTOR REPRESENTATIVE.....</b>	<b>G-1</b>

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### G.1 CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

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<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013

### G.2 CONTRACTING REPRESENTATIVE 7-10 (JAN 2003)

- (a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

Name:  
Address:  
Telephone:  
Email:  
Fax:

- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

**[END OF SECTION G]**

## TABLE OF CONTENTS

<b>H.1</b>	<b>CLAUSE INCORPORATED BY REFERENCE .....</b>	<b>H-1</b>
<b>H.2</b>	<b>PARKING .....</b>	<b>H-1</b>
<b>H.3</b>	<b>LIMITED BACKGROUND SECURITY CHECK.....</b>	<b>H-1</b>
<b>H.4</b>	<b>PERIOD OF PERFORMANCE .....</b>	<b>H-2</b>
<b>H.5</b>	<b>KEY PERSONNEL .....</b>	<b>H-2</b>

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### **H.1 CLAUSE INCORPORATED BY REFERENCE (SEP 2010)**

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<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1-1	Employment by the Government	JAN 2003

### **H.2 PARKING 7-50 (APR 2013)**

There is no contractor parking available at the U.S. Courthouse. In the event that this contract requires the delivery of equipment or materials to the courthouse, the contractor shall park delivery vehicles at designated locations within the courthouse complex ONLY WHILE LOADING AND UNLOADING THE VEHICLE. Arrangements for pick-up and delivery shall be coordinated with the Contracting Officer's Representative and made in accordance with building management policies.

### **H.3 LIMITED BACKGROUND SECURITY CHECK**

The contractor's employees shall be required to undergo a security clearance. All prospective employees shall submit identification information to permit a criminal and other background investigation as deemed necessary by the Government. The name, social security number, and birth date of each employee shall be provided to the Contracting Officer's Representative at least 72 hours in advance of the employee beginning work at the courthouse. If the Contracting Officer's Representative receives an unsuitable report on any employee after processing of the security check, or if the U.S. Marshals Service finds a prospective employee to be unsuitable or unfit for his or her assigned duties, the contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under the contract.

#### H.4 PERIOD OF PERFORMANCE

The period of performance for this contract is a one-year base and four one-year options as follows:

Base Year	-	December 1, 2024 through November 30, 2025
Option Year 1	-	December 1, 2025 through November 30, 2026
Option Year 2	-	December 1, 2026 through November 30, 2027
Option Year 3	-	December 1, 2027 through November 30, 2028
Option Year 4	-	December 1, 2028 through November 30, 2029

#### H.5 KEY PERSONNEL 2-65 (APR 2013)

- (a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered only under the following circumstances.
- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
  - (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
  - (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
  - (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary

substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.

- (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
  - (6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
    - (a) name of person;
    - (b) functional responsibility;
    - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
    - (d) citizenship status;
    - (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
    - (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
  - (7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.
- (b) The following individuals are designated as key personnel under this contract:  
On-site Manager.

**[END OF SECTION H]**

## TABLE OF CONTENTS

<b>I.1</b>	<b>CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>I-1</b>
<b>I.2</b>	<b>OPTION TO EXTEND SERVICES .....</b>	<b>I-2</b>
<b>I.3</b>	<b>OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 2013) .....</b>	<b>I-3</b>

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### **I.1 CLAUSES INCORPORATED BY REFERENCE (SEP 2010)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-50	Continuity of Services	JAN 2003
2-80	Judiciary Property	JAN 2003
3-25	Protecting the Judiciary’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	MAR 2019
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records – Negotiation	APR 2011
3-120	Order of Precedence - Uniform Contract Format	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
3-150	Contract Work Hours and Safety Standards Act - Overtime Compensation	JAN 2003
3-160	Service Contract Labor Standards	MAR 2019
3-175	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAR 2019
3-205	Protest After Award	JAN 2003
6-20	Insurance - Work On or Within a Judiciary Facility	APR 2011
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-85	Examination of Records	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-185	Changes	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-225	Termination (Cost Reimbursement)	MAR 2019
7-235	Disputes	JAN 2003

## **I.2 OPTION TO EXTEND SERVICES 2-90C (APR 2013)**

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date.

**I.3 OPTION TO EXTEND THE TERM OF THE CONTRACT 2-90D (APR 2013)**

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

**[END SECTION I]**



### TABLE OF CONTENTS

<b>J.1</b>	<b>Government-furnished Equipment Inventory .....</b>	<b>J-1</b>
<b>J.2</b>	<b>Floor Diagram .....</b>	<b>J-6</b>
<b>J.3</b>	<b>Solicitation Response Forms.....</b>	<b>J-7</b>
<b>J.4</b>	<b>U.S. Department of Labor Wage Determination .....</b>	<b>J-17</b>

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#### J.1 GOVERNMENT-FURNISHED EQUIPMENT INVENTORY

##### KITCHEN EQUIPMENT SCHEDULE

ITEM	QTY	DESCRIPTION
1.00	-	RECEIVING/STORAGE
1.01	1	JANITOR SINK
1.02	1	HOT WATER HEATER
1.03	1	WALK-IN COMPLEX
1.04	1	EVAPORATOR COIL
1.05	1	EVAPORATOR COIL
1.06	1	STORAGE RACK, MOBILE
1.07A	1	RACK, MOBILE
1.07B	1	RACK, MOBILE
1.08A	10	STORAGE SHELF, MOBILE
1.08B	10	STORAGE SHELF, MOBILE
1.08C	10	STORAGE SHELF, MOBILE
1.08D	10	STORAGE SHELF, MOBILE
1.08E	10	STORAGE SHELF, MOBILE
1.08F	10	STORAGE SHELF, MOBILE
1.08G	10	STORAGE SHELF, MOBILE
1.08H	10	STORAGE SHELF, MOBILE

1.09A	1	DRY STORAGE SHELVING
1.09B	1	DRY STORAGE SHELVING
1.09C	1	DRY STORAGE SHELVING
1.09D	1	DRY STORAGE SHELVING
1.09E	1	DRY STORAGE SHELVING
1.10	10	LOCKERS
2.00	-	PREPARATION
2.01	1	HAND SINK
2.02	1	TRASH RECEPTACLE
2.03	4	WORKTABLE WITH SINK
2.04	1	PREP SINK, TWO COMPARTMENT
2.05	1	WALL SHELF
2.06	1	WASTE DISPOSER, 1.25 HP
2.07	2	WALL SHELF
2.08	1	WORKTABLE WITH TWO COMP. SINK
2.09	2	WALL SHELF
2.10	2	WALL SHELF
2.11	1	FOOD PROCESSOR
2.12	1	REFRIGERATOR, REACH-IN
2.13	1	REFRIGERATOR, REACH-IN
2.14	1	DRY STORAGE SHELVING
2.15	1	CART
2.16	1	FLOOR GRATE AND PAN
2.17	1	ICE BIN, 454 KG
2.18	1	ICE CUBER, 454 KG
2.19	1	WATER FILTER, ICE CUBER
2.20	1	FAUCET, PRE-RINSE
3.00	-	POT WASHING
3.01	1	HAND SINK
3.02	1	THREE COMPARTMENT SINK
3.03	1	WASTE DISPOSER, 3 HP
3.04	1	WALL SHELF
3.06	1	WALK-IN REFRIGERATOR
3.07	1	EVAPORATOR COIL, -1:1C
3.08A	1	STORAGE SHELF
3.08B	1	STORAGE SHELF
4.00	-	HOT FOOD PRODUCTION
4.01	1	HAND SINK
4.02	1	WARMER
4.03	1	FRYER
4.04	1	DUMPSTATION W/ FILTER & WARMER

4.05	1	RANGE, GRIDDLE TOP
4.06	1	CHARBROILER
4.07	4	RANGE, OPEN BURNER TOP
4.08	1	STEAMER W/ 20 QT. KETTLE
4.09	1	CONVECTION OVEN, DOUBLE
4.10	1	CHEF'S COUNTER W/ SINK
4.11	1	DOUBLE OVERSHELF
4.13	2	CUTTING BOARD
4.14	1	RECEIVING/STORAGE
4.15	1	FREEZER, REACH-IN
4.16A	1	EXHAUST VENTILATOR
4.16B	1	EXHAUST VENTILATOR
4.17	1	WATER FILTER, STEAMER
4.18	1	FIRE EXTINGUISHING SYSTEM
5.00	-	JUDGES' PANTRY
5.01	1	HAND SINK
5.02	1	DISH DOLLY
5.03	1	DISHTABLE
5.04	1	UNDERCOUNTER WAREWASHER
5.05	1	RACK SHELF, WALL MOUNTED
5.06	1	WASTE DISPOSER, 3 HP
5.07	2	WALL SHELF
5.08	2	WALL SHELF
5.13	1	WATER FILTER, COFFEE BREWER
5.14	1	REFRIGERATOR, REACH-IN
5.15	1	CHEF'S COUNTER
5.16	1	DOUBLE OVERSHELF
5.17	1	HOT FOOD WELL
5.18	1	MICROWAVE OVEN
5.19	1	FAUCET, PRE-RINSE
5.20	1	GARNISH PAN, REFRIGERATED
5.21	1	CARBONATOR SHELF
5.23	1	WATER FILTER, SODA
6.00	-	TRAY PICK-UP
6.01	2	FOOD COUNTER
6.02	12	UTENSIL CONTAINER
6.03	1	PIZZA WARMER
6.04	1	SOFT SERVE MACHINE
7.00	1	DELI
7.01	1	DELI COUNTER AND TRAY SLIDE
7.02	1	DISPLAY CASE, DUAL-TEMP

7.03	1	BREATH PROTECTOR
7.04	1	HAND SINK, DROP-IN
7.05	1	BACKCOUNTER, BAKERY
7.09	1	REFRIGERATOR, UNDER COUNTER
7.10	1	SINK, DROP-IN
7.11	1	SPLASH GUARD
7.12	1	SOAP AND TOWEL DISPENSER
7.14	1	COLD PAN
7.15	1	HOT FOOD WELL
8.01A	1	REFRIGERATOR WITH GLASS DOORS
8.01B	1	REFRIGERATOR WITH GLASS DOORS
9.00	-	HOT FOOD/PIZZA/GRILL
9.01	1	HF/PIZZA/GRILL COUNTER AND TRAY SL
9.02	1	BREATH PROTECTOR
9.03	1	COLD PAN
9.04	3	HOT FOOD WELL
9.05	1	BREATH PROTECTOR
9.06	1	THERMAL SHELF, BUILT-IN
9.07	1	BREATH PROTECTOR
9.09	1	HAND SINK
9.10	1	SANDWICH DISPLAY WARMER
9.11	1	SALAD TOP REFRIGERATOR
9.12	1	EQUIPMENT STAND, REFRIGERATED
9.13	1	FRYER
9.14	1	GRIDDLE, COUNTER TOP
9.15	1	EXHAUST VENTILATOR
9.16	1	FIRE EXTINGUISHING SYSTEM
9.17	1	DUMPSTATION W/ FILTER AND WARMER
9.18	1	UNDERCOUNTER FREEZER
9.19	1	WALL SHELF, BREAD
10.00	-	DELI
10.01	1	DELI COUNTER AND TRAY SLIDE
10.02	1	BREATH PROTECTOR
10.03	1	BREATH PROTECTOR
10.04	2	COLD PAN
10.05	1	HAND SINK
10.06	1	REFRIGERATOR, REACH-IN
11.00	-	BEVERAGE
11.01	1	DESSERT/ BEV COUNTER - TRAY SLIDE
11.02	1	BREATH PROTECTOR
11.03	1	COLD PAN

11.04	1	SOUP WELL, BUILT-IN
11.05	4	CUP DISPENSER
11.09	2	CONDIMENT BINS
11.13	1	SALAD COUNTER AND TRAY SLIDE
12.00	-	CASHIER
12.01	1	CASHIER COUNTER AND TRAY SLIDE
13.00	-	CONDIMENT STATION
13.01	1	CONDIMENT COUNTER
13.02	1	CONDIMENT CONTAINER
13.03	1	MICROWAVE
13.04	3	NAPKIN DISPENSER
14.00	-	TRASH/TRAY HANDLING
14.01	1	TRAY DROP-OFF COUNTER
14.02	4	TRASH RECEPTACLE
14.03	1	SHELVING UNIT
14.04	1	HAND SINK
14.05	1	SOILED DISHTABLE
14.06	1	WASTE DISPOSER, 5HP
14.07	1	WALL SHELF
14.08	1	WAREWASHER
14.09	1	CONDENSATE VENTILATOR
14.10	1	CLEAN DISHTABLE
14.11	1	BOOSTER HEATER
14.12	1	FAUCET, PRE-RINSE
14.13	1	SHELVING UNIT
14.15	1	SHELVING UNIT
14.16	1	WATER FILTER, COMBINATION
14.17	1	SHELVING UNIT
14.18	1	SHELVING UNIT
15.00	-	SERVICE COUNTER
15.02	1	BREATH PROTECTOR
15.03	1	COLD PAN
15.04	1	HOT FOOD WELL
15.05	1	WATER GLASS FILLER STATION
15.06	1	SINK, DROP-IN
15.07	1	COUNTERTOP REACH-IN REFRIGERATOR
15.08	1	COUNTERTOP HEATED FOOD HOLDING SHELF



**SOLICITATION RESPONSE FORM 1A: EXPERIENCE**

TOTAL NUMBER OF YEARS IN THE FOOD SERVICE INDUSTRY \_\_\_\_\_

ACCOUNT NO. 1 \_\_\_\_\_ (COMPANY OR AGENCY NAME)

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TELEPHONE NUMBER: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

BUILDING POPULATION: \_\_\_\_\_

NUMBER OF DAILY PATRONS: \_\_\_\_\_

TYPE OF FINANCIAL ARRANGEMENT: \_\_\_\_\_

SCOPE AND TYPE OF FOOD SERVICES PROVIDED:

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INCLUDE SAMPLE MENU**

**SOLICITATION RESPONSE FORM 1B: EXPERIENCE**

ACCOUNT NO. 2 \_\_\_\_\_ (COMPANY OR AGENCY NAME)

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TELEPHONE NUMBER: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

BUILDING POPULATION: \_\_\_\_\_

NUMBER OF DAILY PATRONS: \_\_\_\_\_

TYPE OF FINANCIAL ARRANGEMENT: \_\_\_\_\_

SCOPE AND TYPE OF FOOD SERVICES PROVIDED:

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\_\_\_\_\_  
\_\_\_\_\_

**INCLUDE SAMPLE MENU**



**SOLICITATION RESPONSE FORM 1C: EXPERIENCE**

ACCOUNT NO. 3 \_\_\_\_\_(COMPANY OR AGENCY NAME)

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TELEPHONE NUMBER: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

BUILDING POPULATION: \_\_\_\_\_

NUMBER OF DAILY PATRONS: \_\_\_\_\_

TYPE OF FINANCIAL ARRANGEMENT: \_\_\_\_\_

SCOPE AND TYPE OF FOOD SERVICES PROVIDED:

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\_\_\_\_\_

**INCLUDE SAMPLE MENU**

**SOLICITATION RESPONSE FORM 2: RESOURCES**

Describe:

- (1) The available levels of capital, personnel, equipment, supplies and other resources available to support the contractor's operation of the food service facilities, and the availability of support staff and management backup personnel;
- (2) The resume of the proposed on-site manager, that demonstrates his/her experience in the food service industry in a facility of comparable size, overall experience in the food service industry, related knowledge, skills and ability;
- (3) The number, type, and experience of support staff and management backup personnel to be assigned to the facility.

**Additional sheets may be used**

**SOLICITATION RESPONSE FORM 3A: REPUTATION  
AND PAST PERFORMANCE**

REFERENCE: \_\_\_\_\_ (COMPANY OR AGENCY NAME)

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TELEPHONE NUMBER: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

BUILDING POPULATION: \_\_\_\_\_

NUMBER OF DAILY PATRONS: \_\_\_\_\_

TYPE OF FINANCIAL ARRANGEMENT: \_\_\_\_\_

SCOPE AND TYPE OF FOOD SERVICES PROVIDED:

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**SOLICITATION RESPONSE FORM 3B: REPUTATION  
AND PAST PERFORMANCE**

REFERENCE: \_\_\_\_\_ (COMPANY OR AGENCY NAME)

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TELEPHONE NUMBER: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

BUILDING POPULATION: \_\_\_\_\_

NUMBER OF DAILY PATRONS: \_\_\_\_\_

TYPE OF FINANCIAL ARRANGEMENT: \_\_\_\_\_

SCOPE AND TYPE OF FOOD SERVICES PROVIDED:

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**SOLICITATION RESPONSE FORM 3C: REPUTATION  
AND PAST PERFORMANCE**

REFERENCE: \_\_\_\_\_ (COMPANY OR AGENCY NAME)

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TELEPHONE NUMBER: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

BUILDING POPULATION: \_\_\_\_\_

NUMBER OF DAILY PATRONS: \_\_\_\_\_

TYPE OF FINANCIAL ARRANGEMENT: \_\_\_\_\_

SCOPE AND TYPE OF FOOD SERVICES PROVIDED:

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\_\_\_\_\_

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\_\_\_\_\_

**SOLICITATION RESPONSE FORM 4: MENU**

- (1) Provide a proposed breakfast and lunch menu. Indicate what items or groups of items will be offered daily and which will be rotated. Describe different varieties that will be offered in each group, i.e. kinds of soup, varieties of sandwich, salad items, grill items, hot food items, beverages, types of desserts, etc. Include portions and prices for the proposed menu items.
- (2) List suggested daily specials and/or specialty food items, including portions and proposed prices.

**SOLICITATION RESPONSE FORM 5: MARKETING STRATEGIES**

Describe the promotional programs you use or intend to use to attract, retain, and expand the customer base.

**Additional sheets may be used**

**SOLICITATION RESPONSE FORM 6: CURRENT OPERATIONS**

Provide the following information for a food service facility that you currently operate. **You must provide this information for all food service facilities that you currently operate in the metropolitan Washington area.** Use additional sheets if necessary.

COMPANY OR AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON AND TELEPHONE NUMBER: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

BUILDING POPULATION: \_\_\_\_\_

NUMBER OF DAILY PATRONS: \_\_\_\_\_

TYPE OF FINANCIAL ARRANGEMENT: \_\_\_\_\_

SCOPE AND TYPE OF FOOD SERVICE PROVIDED:

\_\_\_\_\_

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\_\_\_\_\_



**J.4 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION**

<https://sam.gov/wage-determination/2015-4281/28>

**[END OF SECTION J]**

**TABLE OF CONTENTS**

**K.1 TAXPAYER IDENTIFICATION..... K-1**  
**K.2 PLACE OF PERFORMANCE..... K-2**  
**K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS..... K-3**  
**K.4 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION..... K-6**  
**K.5 AUTHORIZED NEGOTIATORS ..... K-7**

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**K.1 TAXPAYER IDENTIFICATION 3-5 (APR 2011)**

- (a) "Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.
- (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN): \_\_\_\_\_
- [ ] TIN has been applied for.
- [ ] TIN is not required, because:
- [ ] Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- [ ] Offeror is an agency or instrumentality of a foreign

- government;
- Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per-26 CFR 1.6049-4;
- other \_\_\_\_\_.

(f) Contractor representations.

The offeror represents as part of its offer that it is , is not  51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
- Black American Owned
- Hispanic American Owned
- Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- Individual/concern, other than one of the preceding.

**K.2 PLACE OF PERFORMANCE 3-15 (JAN 2003)**

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at addresses different from the offeror's address as indicated in this offer, the offeror shall include in

its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

**K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS 3-20 (MAR 2019)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (i) the offeror and/or any of its principals:
    - (A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
    - (B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
    - (C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
    - (D) have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (1) Federal taxes are considered delinquent if both of the following criteria apply:
    - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §

6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(ii) The offeror \_\_\_ has \_\_\_ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

**K.4 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION 3-30 (JAN 2003)**

- (a) The offeror certifies that:
- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
    - (A) those prices;
    - (B) the intention to submit an offer; or
    - (C) the methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision  
\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

- (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
  - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.5 AUTHORIZED NEGOTIATORS 3-130 (JAN 2003)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**[END OF SECTION K]**



## TABLE OF CONTENTS

<b>L.1</b>	<b>CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>L-1</b>
<b>L.2</b>	<b>PROTESTS.....</b>	<b>L-2</b>
<b>L.3</b>	<b>SITE VISIT .....</b>	<b>L-3</b>
<b>L.4</b>	<b>INQUIRIES .....</b>	<b>L-4</b>
<b>L.5</b>	<b>GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS .....</b>	<b>L-4</b>
	L.5.1 Proposal Instructions.....	L-4
	L.5.2 Proposal Format.....	L-4
<b>L.6</b>	<b>VOLUME I: BUSINESS PROPOSAL.....</b>	<b>L-5</b>
	L.6.1 Part 1 – Cover Sheet.....	L-5
	L.6.2 Part 2 – Section J (Representations, Certifications, and Other Statements of the Offeror).....	L-5
	L.6.3 Part 3 – Assumptions, Conditions, or Exceptions.....	L-5
<b>L.7</b>	<b>VOLUME II: TECHNICAL PROPOSAL.....</b>	<b>L-6</b>
	L.7.1 Part 1 – Contract Compliance.....	L-6
	L.7.2 Part 2 – Technical Excellence.....	L-6
<b>L.8</b>	<b>RECORD OF GROSS SALES.....</b>	<b>L-7</b>

### **L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

<u>PROVISION NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
3-85	Explanation to Prospective Offerors	(AUG 2004)

3-95	Preparation of Offers	(APR 2013)
3-100	Instructions to Offerors	(APR 2013)
7-60	Judiciary Furnished Property or Services	(JAN 2003)

**L.2 PROTESTS 3-210 (JUN 2014)**

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
- (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
  - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
  - (3) the protest shall include the following information:
    - (i) name, address, and fax and telephone numbers of the protester or its representative;
    - (ii) solicitation or contract number;

- (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
  - (iv) copies of relevant documents;
  - (v) request for a ruling by the judiciary;
  - (vi) statement as to the form of relief requested;
  - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
  - (viii) all information establishing the timeliness of the protest.
- (c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or as provided elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

### L.3 SITE VISIT 2-70 (JAN 2003)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after contract award.

- (a) An organized site visit will be conducted on:

Date: June 18, 2024                      Time: 3:30 p.m.

- (b) All attendees **MUST** pre-register their intent to attend the site visit with Jill Fusillo at (202) 216-7340. Please provide the names of each attendee, name of firm, and the firm's telephone number. The Contracting Officer will be attending the site visit; however, all questions of a technical or contracting nature are to be faxed, or otherwise forwarded to the Contracting Officer for reply. The facsimile number for the Contracting Officer is (202) 273-0331.

- (c) Participants in the site visit will meet in the cafeteria dining room.
- (d) Any questions generated as a result of the site visit shall be forwarded to the Contracting Officer within three (3) business days of the site visit.

#### **L.4 INQUIRIES**

All questions pertaining to this solicitation document shall be submitted, in writing, to the following email address:

[Jill\\_Fusillo@cadc.uscourts.gov](mailto:Jill_Fusillo@cadc.uscourts.gov)

Questions may also be mailed to the address specified below. Telephone inquiries will not be accepted. All questions must be postmarked no later than June 24, 2024, and will be posted, along with the answers, on sam.gov.

Jillian Fusillo  
Office of the Circuit Executive  
E. Barrett Prettyman U. S. Courthouse  
333 Constitution Avenue, NW  
Washington, DC 20001  
Attn.: 24-001-USCA

#### **L.5 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS**

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

##### **L.5.1 Proposal Instructions**

The offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the offeror wishes to bring to the attention of the U. S. Courts. Offeror shall identify in their proposal any intended subcontracting for the services specified in the solicitation.

The offeror shall furnish four (4) copies of Volume I: Business Proposal and Volume II: Technical Proposal.

##### **L.5.2 Proposal Format**

The offeror's proposal shall consist of two parts: (i) a Volume I: Business Proposal, and (ii) a Volume II: Technical Proposal. Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic

numbers. The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

VOLUME I: BUSINESS PROPOSAL

Part 1: Cover Sheet

Part 2: Section K, Representations and Certifications

Part 3: Assumptions, Conditions, or Exceptions

VOLUME II: TECHNICAL PROPOSAL

Part 1: Contract Compliance

Part 2: Technical Excellence

Section 1 - Past Performance

Section 2 - Menu

Section 3 - Resources

Section 4 - Marketing Strategies

**L.6 VOLUME I: BUSINESS PROPOSAL**

This volume of the proposal, submitted in four (4) copies, shall consist of the 3 sections described below:

**L.6.1 Part 1 – Cover Sheet**

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) shall be completed by the offeror, and Block 17 shall be signed to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form must be executed by a representative of the offeror who is authorized to commit the offeror to contractual obligations.

**L.6.2 Part 2 – Section K (Representations and Certifications, and Other Statements of Offerors)**

The offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of Volume I of the proposal.

**L.6.3 Part 3 – Assumptions, Conditions, or Exceptions**

The offeror shall submit under this section, all (if any) assumptions, conditions, or exceptions upon which the contractual part of this proposal is based. If not listed here, it

will be assumed that none exist, including any which may be buried in the offeror's technical and price proposals.

## **L.7 VOLUME II: TECHNICAL PROPOSAL**

Volume II: The Technical Proposal shall be used to determine the technical acceptability of the offeror with regard to its understanding and acceptance of the requirements set forth in the statement of work. The technical proposal shall also address the technical factors described below.

This volume, submitted in four (4) copies, shall consist of the following parts/sections:

### **L.7.1 Part 1 – Contract Compliance**

In order to have a technically acceptable proposal, the offeror shall acknowledge acceptance of the requirements set forth in the Statement of Work (SOW), Sections C.1 through C.5 of the solicitation. This acknowledgment should consist of the brief narrative for each SOW section, the offeror's understanding of that section, and how the contractor will accomplish all of the requirements of the statement of work.

### **L.7.2 Part 2 – Technical Excellence**

The offeror's proposal shall contain the following sections:

#### **L.7.2.1 Past Experience and Performance**

The offeror shall provide a listing of its experience which shall detail its experience in the food service industry and its experience with profit-loss facilities serving similar types of buildings. Experience must be recent and relevant to be considered in proposal evaluation. For past performance to be considered recent, work must have been performed not more than three years before the issue date of the solicitation. To be considered relevant, past experience must have involved running a profit-loss food service operation similar in size, scope and complexity to that required by the solicitation. At a minimum, the offeror shall provide a list of three references for whom the offeror has provided food service similar to that required in Section C of the solicitation. These references will be contacted with respect to customer satisfaction and with food quality, cleanliness of facility, and responsiveness to complaints and suggestions. Information provided for each reference shall include the following:

- Company or Agency Name and Address
- Period of Performance
- Building Population
- Point of Contact and Telephone Number
- Number of Daily Patrons
- Financial Arrangement (profit/loss v. fee for service)

-- The scope and type of food services provided, including sample menus

Offerors are reminded that both independent data and data provided by the offeror may be used to evaluate offeror past performance. The burden of providing thorough and complete past performance information remains with the offeror. The offeror shall utilize the attached sheets in Section J, entitled Experience, to provide this information.

#### **L.7.2.2 Resources**

The offeror shall demonstrate its resources available in order to provide support for the operation of the facility, including available levels of capital, proposed staffing, equipment, supplies, and other resources. The offeror shall also provide the resume for the individual to be assigned as the on-site food service manager responsible for the operation of the facility. This resume shall clearly demonstrate that this proposed on-site food service manager meets the requirements of Section C.3.3. The offeror shall also indicate the number, type, and experience of the other personnel assigned to operate the facility.

#### **L.7.2.3 Menu**

The offeror shall provide a list of proposed food offerings that meet the standards described in C.2.3. The menu shall include a balanced breakfast and lunch with sufficiency in scope and quality of the selections. The offeror shall list all items intended to be offered, including the portion size and price of each item. The offeror shall provide a list of suggested daily specials and/or specialty food items, including prices and proposed prices. Each offeror will be assessed on the variety of food offered at the proposed unit prices. The proposed prices shall be those used for the first year of contract performance, and proposed pricing will be reviewed for reasonableness.

#### **L.7.2.4 Marketing Strategies**

The Courts will consider the offeror's strategies for attracting, retaining and expanding the customer base. The offeror shall use Solicitation Response Form 5 to provide this information.

#### **L.8 RECORD OF GROSS SALES**

The current contractor grossed the following amounts for all services, including cafeteria, catering, and juror meals, in the years specified:

FY 2022 - \$343,002

FY 2023 - \$635,985

FY 2024 - \$341,916 (Oct 2023-March 2024)

**[END OF SECTION L]**



## TABLE OF CONTENTS

<b>M.1</b>	<b>CLAUSE INCORPORATED BY REFERENCE .....</b>	<b>M-1</b>
<b>M.2</b>	<b>EVALUATION PROCESS .....</b>	<b>M-1</b>
	M.2.1 Evaluation of Proposals.....	<b>M-1</b>
<b>M.3</b>	<b>CONTRACT AWARD .....</b>	<b>M-3</b>
<b>M.4</b>	<b>DETERMINATION OF RESPONSIBILITY .....</b>	<b>M-3</b>

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### **M.1 CLAUSE INCORPORATED BY REFERENCE (SEP 2010)**

This contract incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

<u>PROVISION NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
2-85A	Evaluation Inclusive of Options	(JAN 2003)

### **M.2 EVALUATION PROCESS**

#### **M.2.1 Evaluation of Proposals**

Proposals will first be reviewed for content and conformance to proposal instructions. Proposals which are so deficient in these areas as not to warrant further evaluation will receive no further consideration and the offeror will be so notified. The Courts will make award to the responsible offeror whose offer conforms to the solicitation and is determined to be the best value to the Government unless the State Licensing Agency (SLA) for the blind submits an offer which is determined to be in the final competitive range. If the SLA is in the final competitive range, it will be awarded the contract in accordance with the Randolph-Sheppard Act. If the SLA does not submit a proposal, the Courts may proceed with award under this solicitation without conducting discussions; therefore, offerors are encouraged to initially submit their most favorable proposal.

**M.2.1.1 General**

The evaluation of offers will be conducted using the evaluation criteria as set forth in this Section. Each initial offer should contain the Offeror's best terms from a technical standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to determine the acceptability of proposals submitted.

**M.2.1.2 Evaluation Approach**

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability and technical excellence. Proposals shall be initially evaluated for technical acceptability. Only those proposals found technically acceptable will be considered for evaluation of technical excellence and contract award.

**M.2.1.2.1 Technical Acceptability Evaluation**

To be considered technically acceptable, the proposal shall be evaluated for contract compliance. The contractor shall acknowledge the contractor's understanding and acceptance of requirements set forth in the Statement of Work, Sections C.1 through C.5 of the solicitation. This acknowledgment shall, at a minimum, address the criteria established in L.7.1.

**M.2.1.2.2 Technical Excellence Evaluation**

The ultimate objective of the evaluation is to determine which proposal offers the best technical value to the courts. The proposals will be evaluated based on the evaluation factors set forth below. The factors are presented in order of importance.

- a. Past Experience and Performance (L.7.2.1)
- b. Resources (L.7.2.2)
- c. Menu (L.7.2.3)
- d. Marketing Strategies (L.7.2.4)

**M.2.1.2.3 Site Inspection**

Proposals determined to be within the competitive range shall be further evaluated based on an unannounced site inspection at a food service facility currently operated by the offeror. The Courts reserve the right to select the facility that will be the subject of the site inspection.

The following criteria will be used to evaluate the selected site:

(a) Food Quality and Variety

The Courts will consider the quality and variety of food offerings including the diversity of the food offerings, the freshness and attractive appearance of the food, food displays, and the sufficiency of the portions offered.

(b) Cleanliness and Sanitation

The Courts will consider the cleanliness and tidiness of the facility.

(c) Organization and Efficiency of Operation

Given the parameters of the facility set-up, the Courts will consider the organization and efficiency of the operation, including the adequacy of staffing levels, the effective use of staff, and other techniques used to provide prompt and expeditious service to all patrons.

(d) Personnel

The Courts will consider the competence, efficiency, promptness, and courtesy of employees at the facility.

(e) Signage and Promotional Materials

The Courts will consider offeror's effective use of signage and other promotional materials as to their attractiveness, ease of reading, and informational content.

### **M.3 CONTRACT AWARD**

The Courts intend to award a single contract resulting from this solicitation to the responsible offeror whose offer is technically acceptable and is determined by the Courts to represent the best value to the Courts. The best value determination will be made taking into account each offeror's technical proposal, the site inspection conducted by the Courts, and the menu pricing offered by the offeror.

### **M.4 DETERMINATION OF RESPONSIBILITY 3-70 (JAN 2003)**

A determination of responsibility will be made on the apparent successful offeror(s) prior to contract award. If the prospective contractor(s) is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event

a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

**[END OF SECTION M]**