

<b>SOLICITATION, OFFER AND AWARD</b>				1. Type of Solicitation: <input type="radio"/> Informational (RFI) <input type="radio"/> Request for Quote (RFQ) <input checked="" type="radio"/> Negotiated (RFP)		Page 1	
2. Solicitation Number <b>OAM25008S</b>			3. Solicitation Title <b>House Food Service Operations</b>			4. Date Issued <b>11/6/2024</b>	
5a. Issued By U.S. House of Representatives CAO Office of Acquisitions Management 5110 O'Neill House Office Building Washington, DC 20515  Office Phone: 202-225-2921			For Information, Contact:				
			5b. Name <b>Ryan Moran</b>			5c. Phone <b>(202) 226-2268</b>	
			5d. Email <b>Ryan.Moran@mail.house.gov</b>				
<b>SOLICITATION</b>							
6. Offers must be received <b>ON OR BEFORE January 31, 2025 by 2:00 pm EASTERN TIME</b> at:						7. Delivery Arrangement	
<input type="checkbox"/> the email address in Block 5d <input type="checkbox"/> the office address in Block 5a with ___ copies						<input checked="" type="radio"/> FOB Destination <input type="radio"/> FOB Origin	
8. Table of Contents							
✓	Sec.	Description	Page(s)	✓	Sec.	Description	Page(s)
Part I – The Schedule				Part II – Contract Clauses			
✓	A	Solicitation, Offer and Award Form		✓	I	Contract Clauses	
✓	B	Supplies or Services and Prices/Costs		Part III – List of Documents, Exhibits and Other Attachments			
✓	C	Description/Specifications/Work Statement		✓	J	List of Attachments	
✓	D	Packaging and Marking		Part IV – Representations and Instructions (Removed at Award)			
✓	E	Inspection and Acceptance		✓	K	Representations, Certifications, and Other Statements of Offerors	
✓	F	Deliveries and Performance		✓	L	Instructions, Conditions, and Notices to Offerors	
✓	G	Contract Administration Data		✓	M	Evaluation Factors for Award	
✓	H	Special Contract Requirements					
<b>OFFER</b> <i>(must be fully completed by offeror)</i>							
9. The undersigned agrees to perform in compliance with the terms and conditions in the following pages if this offer is accepted within 120 calendar days from the date for receipt of offers specified in Block 6.							
10. Acknowledgement of Amendments <i>(the offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):</i>		Amendment No.	0001	Date	11/14/2024		
		Amendment No.	0002	Date	12/18/2024		
		Amendment No.	0003	Date	01/07/2025		
		Amendment No.	0004	Date	01/23/2025		
		Amendment No.		Date			
11. Prompt Payment Discount <i>(Calendar Days)</i>		12. Authorized Signature					13. Date Signed
No. of Days	%						
14. Name and Address of Offeror		15. Signer Information <i>(type or print)</i> :					
		a. Name			b. Phone		
		c. Title					
		d. Email					
<b>AWARD</b> <i>(to be completed by Government)</i>							
16. Contract No. <i>(Solicitation No. + Suffix if applicable)</i>				17a. Name of Contracting Officer			
<b>The signature of the Contracting Officer in Block 17 constitutes acceptance of the Offeror's proposal dated _____ and consummates the contract, which consists of this Solicitation, Offer and Award Form and the referenced proposal.</b>				17b. U.S. House of Representatives Signature		17c. Date Signed	

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		Page 1
1a.	1b. Effective Date	3. Issued By U.S. House of Representatives CAO Office of Acquisitions Management 5110 O'Neill House Office Building Washington, DC 20515  Office Phone: 202-225-2921		
2a.	2b. Dated			
4.		For Information, Contact:		
		4b. Name:	4c. Phone:	
		4d. Email:		
5.				
6.				
7a. Name and Title of Authorized Signer <i>(type or print)</i>		8a. Name and Title of Contracting Officer <i>(type or print)</i>		
7b.	7c. Date Signed	8b. U.S. House of Representatives	8c. Date Signed	
<hr/> <i>(Authorized Signature)</i>		<hr/> <i>(Signature of Contracting Officer)</i>		

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## SECTION B – PRICING SCHEDULE

### B.1 PRICING MODELS INTRODUCTION

There are five primary categories of House food services: cafeterias, individual “branded” options, catering, fine dining, and vending. Each component is necessary to fulfill the various food needs of House patrons. Facilities within each category have been operational for different timeframes and have experienced varying degrees of success. Based on the operational history of the House facilities and the House’s desire to expand popular food offerings, the House has established two primary pricing models that may apply to its facilities – Commission based and Cost-plus Incentive fee. Each is described below.

All kitchen, service/retail, and seating space as well as utilities (i.e., electricity, water, gas) are provided by the House at no cost to the Contractor(s).

The House reserves the right to request the combination of Food Service locations, modify the commission and cost sharing structure as determined to be in the best interest of the House. The ability to combine Food Service locations may be used in a Best Value Determination.

### B.2 COMMISSION BASED REQUIREMENTS

Contractor(s) shall pay the House a monthly commission payment based on gross revenue for the following six locations:

<b>Location</b>	<b>Proposed Commission Payment (% based on Gross Revenue)</b>
Catering	<i>Section to be completed by Contractor(s) in Attachment J.13</i>
Longworth Café (To include all pop-up locations within the Café)	
Rayburn Café (To include all pop-up locations within the Café)	
Dunkin Location	
Vending Operations (Locations TBD)	
24/7 Micro Stores (Locations TBD)	

For the above six locations, the House will have no financial responsibility or liability for services or revenue aside from collecting the negotiated commissions.

**The Contractor(s) may bid on one, all, or any combination of the House food locations.** If bidding on the above six locations, the Contractor(s) is to propose a commission(s) for each location. The House may award one or more contracts for the food service operations.

The Contractor(s) will retain operating profits excluding the agreed-upon commission payable to the House.

The House will provide kitchen, retail, and seating space as well as utilities (i.e., electricity, water, gas) at no cost to the Contractor(s).



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The Contractor(s) will be responsible for 100% of any operating loss for the above six locations.

### B.3 COST PLUS INCENTIVE FEE REQUIREMENTS

For food service operations not specifically mentioned in the section above, the House may enter into a “Cost plus Incentive Fee” arrangement in which the House will be responsible for all allowable operational expenses to a breakeven point (Table of all operations listed in Section C.2.2). The breakeven point is defined as the point where operating expenses are equal to revenue for a specific location. Allowable expenses will be established during Contractor(s)/House negotiations. Any changes to allowable expenses and points during the course of the contract must be approved by the Contracting Officer (CO).

The House will provide and uphold kitchen, retail, and seating space as well as utilities (i.e., electricity, water, gas) at no cost to the Contractor(s).

Contractor(s) will be able to keep all profits beyond the established allowable costs and operating expenses. To ensure that suppliers are paid in a timely manner, the Contractor(s) shall be responsible for paying all bills on time and the Contractor(s) will reconcile with the House on a monthly basis.

### B.4 GENERAL PRICING REQUIREMENTS

The Contractor(s) must provide proposed food pricing and portions as shown in Attachment J.16, Price and Portion Guide.

All menu prices shall be comparable with other Washington D.C. area cafés, office buildings, and catering/banquet facilities for similar services. Except for catering, if submitting a proposal to operate more than one facility, all prices and portions must be the same for identical items between the proposed locations.

All accounting practices and financial reporting shall be submitted in accordance with Cost Accounting Standards (CAS) and Generally Accepted Accounting Principles (GAAP) and submitted to the COR by the 15th of the following month.

### B.5 PRICE INCREASES

During the first two years of the contract, except for “branded” concepts offerings as described in Section C, the Contractor(s) shall be allowed incremental price increases on a bi-annual basis to establish baseline pricing for all existing items.

For all new items, at the start of the contract, the Contractor(s) may propose new base line pricing with the approval from the COR.

At the start of the 3rd year (on or around August 2027), Contractor(s) will be allowed an annual price increase or decrease equivalent to the percentage increase or decrease in the Consumer Price Index (CPI), averaged for the 12-month period. Price Increases will go into effect the first Monday after the August district work period. Price decreases are accepted at any time.

The following material shall be submitted to the CO for consideration with the request for any price increase/decrease at least 60 days prior to the annual price increase:

- (1) A copy of the CPI showing the percentage change upon which the adjustment is to be based;

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(2) Documentation supporting the calculations of the appropriate formula noted above;

(3) A revised Price and Portion Guide for all adjusted products displaying current pricing, proposed revised pricing and the actual quantity of each sold.

Price increases to “branded” offerings require that the CO be notified at least two weeks prior to implementation. Pricing to “branded” offerings may follow the direction provided by the parent organization or franchisor with proper documentation presented to the COR.

Emergency/temporary surcharge – the House will consider a short-term price increase on individual items based on significant changes in the marketplace beyond the control of the Contractor(s) (i.e., natural disasters and major disruptions to transportation).

Pricing will be subject to review and approval by the CO and will go into effect immediately upon approval. These emergency/temporary surcharges will be reviewed biweekly, and at the point that the emergency no longer exists, prices will be reduced to the original price. The Contractor(s) shall post signage explaining to customers the reason for the temporary surcharge(s).

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## SECTION C – STATEMENT OF WORK

### C.1 EXECUTIVE SUMMARY

#### C.1.1 INTRODUCTION

Onsite food services at the U.S. House of Representatives (House) are spread across five House office buildings and space within the U.S. Capitol Building. Services are comprised of five primary categories:

- (a) Food cafeterias with and without integrated “branded” food options
- (b) Individual “branded” food and beverage services
- (c) Catering
- (d) Fine dining
- (e) Vending (including micro stores)

There are “branded” food concepts (see Section C.2.5) that have been added within the past several years. These “branded” food concepts have generally grown in popularity among House patrons.

To support the various tastes, dietary needs, income, and demanding schedules of its clientele, the House would like to add more popular and convenient food options. To achieve its goal, the House is open to acquiring multiple food service contracts with a variety of food service providers.

#### C.1.2 FOOD SERVICE CLIENTELE

The House is a bustling environment with a wide spectrum of patrons visiting its food service operations. It is important that House food services offer a variety of quality and convenient food offerings to meet the demand of its clientele. Members of the U.S. House of Representatives and House staff often work long hours under stressful conditions. Therefore, convenience is important.

Regular patrons of the U.S. House of Representatives’ food service facilities include:

- Members of the U.S. House of Representatives
- Over 6,000 staffers from Members' personal, committee, and leadership offices based in D.C.
- Officers of the House and their support staff
- United States Capitol Police (USCP) sworn police officers and USCP civilian employees
- Architect of the Capitol employees
- Library of Congress employees
- Credentialed and non-credentialed media outlets and personnel

Additionally, an estimated 3-5 million visitors to the U.S. Capitol Complex patronize House food service facilities, including tourists, constituents, trade groups, issue advocates, and staff from nearby office buildings. House food operations are highly visible and may host or be within close proximity to activities important to Members, staff, constituents, and press.

House food service patrons from on and off Capitol Hill run the entire spectrum in terms of age and income. Congressional staff, however, tend to skew younger than other workforces. As of September 2024, 58% of House

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employees were under the age of 35, 44% under the age of 30, and 21% under the age of 25. The median annual income of full time House employees as of September 2024 was \$81,625.00.<sup>1</sup>

There are times when the House is not “in session,” which means Members are in their congressional districts across the country or traveling versus conducting official business on Capitol Hill. For example, the House was in session 182 days in 2023.<sup>2</sup> That number varies year-to-year depending on the legislative calendar and election cycle. Most offices are still open and staffed when the House is not in session. The most noticeable “downtime” for the House is the annual August district work period when Members spend most of the month in their congressional districts. Some congressional offices implement reduced operating schedules during this period. The House food operations are typically reduced in August as well.

### C.1.3 FOOD SERVICE GOALS

The House seeks a variety of food service options that enhance the work environment, going beyond basic needs. High-quality, convenient food services that align with food trends are important. The House is seeking established, experienced and motivated Contractor(s).

### C.1.4 TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1. **Agreement:** This contract, including all attachments, exhibits, and amendments, as executed by the Parties.
2. **Allowable Expenses:** Costs that are deemed reasonable, necessary, and permissible under specific guidelines set by a contract, and can be reimbursed to a Contractor(s).
3. **Architect of the Capitol (AOC):** They are responsible to the United States Congress for the maintenance, operation, development and preservation of 16.5 million square feet of buildings and more than 450 acres of land throughout Capitol Hill.
4. **“Branded” concepts:** A food operation that is a national or Capitol Region (District of Columbia, Maryland, Virginia) food company operating one or more public locations.
5. **Catered events:** Events where food is delivered, prepared, and/or served by a licensed professional food provider. Events where House Members and/or staff provide food and beverages are not considered catered events.
6. **Contracting Officer (CO):** A government official authorized to enter into, administer, and terminate contracts on behalf of the government, ensuring compliance with applicable laws, regulations, and policies.
7. **Contracting Officer’s Representative (COR):** An individual appointed by the contracting officer to assist in monitoring and overseeing the technical aspects of a contract, ensuring that the Contractor(s) performance meets the contract’s requirements, but without the authority to make changes to the contract itself.

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<sup>1</sup>The demographic information was compiled by the House Chief Administrative Officer’s Office of Payroll and Benefits in September 2024.

<sup>2</sup> Data on 2023 legislative data, including days in session, is available in the [Final Resume of Congressional Activity](#).

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8. **Contractor(s):** An individual or business entity hired to provide goods or services under the terms of a contract, often for a specific project or period.
9. **Core Menu:** A set of standard dishes or food items that a food service provider consistently offers as part of their regular offerings.
10. **Cost Accounting Standards (CAS):** A set of standards and rules designed to achieve uniformity and consistency in the cost accounting principles followed by U.S. government contractors.
11. **Cure Notices:** Formal notifications issued to a party in a contract or agreement when they fail to meet certain terms or obligations. Cure notices are intended to give the party an opportunity to correct their performance before more severe actions are taken.
12. **Deliverables:** Outlined specific items, services, or outcomes that the contractor must provide to fulfill the terms of the agreement.
13. **Fine Dining:** A high-end, luxury restaurant experience characterized by exceptional quality in food, service, and atmosphere.
14. **Generally Accepted Accounting Principles (GAAP):** Standardized guidelines for financial accounting and reporting in the U.S., ensuring consistency, transparency, and comparability across organizations. Established by the Financial Accounting Standards Board (FASB), GAAP governs areas like revenue recognition, expense matching, financial statement presentation, and disclosure requirements.
15. **Government Furnished Property:** Items, materials, or facilities provided by the government to a contractor or Contractor(s) for use in the performance of a contract.
16. **Key personnel:** Individuals identified as essential to the successful execution of a contract, typically due to their specialized skills, experience, or critical role in the project.
17. **In session:** Period during which a meeting, conference, or legislative body is actively convened and conducting its official business on Capitol Hill.
18. **Offeror:** A person or entity that makes an offer or bid in a contractual agreement.
19. **Out of session:** Members are in their congressional districts across the country or traveling versus conducting official business on Capitol Hill.
20. **Millwork:** Woodwork products that are custom manufactured in a mill.
21. **Payment Credit Card Insurance (PCI):** A set of security standards designed to protect card information during and after a financial transaction.
22. **Quality Assurance Plan:** A structured document that outlines the standards and procedures for ensuring the quality and safety of food products and services, including guidelines for food preparation, handling, and sanitation.
23. **Specialized equipment:** Tools and machines designed for specific culinary tasks outside of provided House Owned Equipment.

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## C.2 DESCRIPTIONS AND SPECIFICATIONS

### C.2.1 INTRODUCTION

The U.S. House of Representatives is seeking one or more Contractor(s) to provide food, catering, vending, and convenience store operations, either as individual services or a combination of them. The use of the term “Contractor(s)” throughout this document refers to all Contractors who receive an award as a result of this solicitation.

House facilities and equipment are provided in an “as-is” condition. The House will assume responsibility for the payment of rent, utilities, and equipment associated with the premises used by the Contractor(s), with the exceptions outlined in C.8 and C.9. As part of each proposal, the Contractor(s) shall submit a business plan and include proposed venue layout and designs for each concept. The table located in C.2.2 represents current business venues and locations.

### C.2.2 FOOD SERVICE LOCATIONS

Below is a table of House food service locations, as of September 2024, grouped by building location. Vending locations are excluded, while micro stores are included. The map of Campus locations is located in Section J.9, Facility Locations and Details. Facility square footage listed below includes kitchen, service, and applicable seating areas.

U.S. Capitol Building		
Facility Name	Facility Type & Total SF	Facility Location
Members’ Dining Room	Fine dining (3,840 Square Feet) Petinaud Dining Room (1,650 SF) Bennett Dining Room (870 SF)	117 U.S. Capitol Building
Capitol Market*	Small scale cafeteria (7,050 SF) Kiosk (750 SF)	HB-6 U.S. Capitol Building HB-9 U.S. Capitol Building
<i>Coming soon: Capitol Convenience Store</i>	Micro store (480 SF)	HB-10 U.S. Capitol Building
Cannon House Office Building		
Facility Name	Facility Type & Total SF	Facility Location
Au Bon Pain	"Branded" bakery/deli concept (2,670 SF)	192 Cannon House Office Building
Common Grounds	"Branded" coffee concept (275 SF)	Cannon House Office Building Rotunda Basement
<i>Coming Soon: Cannon Coffee Concept</i>	<i>"Branded" coffee concept (560 SF)</i>	<i>Cannon House Office Building – Exact Location TBD</i>
Longworth House Office Building		
Facility Name	Facility Type & Total SF	Facility Location
Longworth Cafeteria	Cafeteria (13,980 SF)	B223 Longworth House Office Building
Dunkin’	"Branded" coffee and donut concept (3,840 SF)	B219 Longworth House Office Building
Jamba Juice	"Branded" smoothie concept (660	B244A Longworth House Office

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	SF)	Building
Longworth Convenience Store	Micro store (450 SF)	B244B Longworth House Office Building
Longworth Catering Kitchen	Hot Catering Kitchen (640 SF)	B223C Longworth House Office Building
<b>Rayburn House Office Building</b>		
<b>Facility Name</b>	<b>Facility Type &amp; Total SF</b>	<b>Facility Location</b>
Rayburn Cafeteria	Cafeteria w/ "branded" pop-up services when the House is in session. (11,900 SF)	2063 Rayburn House Office Building
Steak 'n Shake	"Branded" burger concept (620 SF)	2063 Rayburn House Office Building: Located in the Cafeteria
Subway	"Branded" deli concept (1,535 SF)	2025 Rayburn House Office Building
<i>Coming Soon: Rayburn Coffee Concept</i>	<i>"Branded" coffee concept</i>	<i>Rayburn House Office Building – Exact location TBD</i>
<i>Coming soon: Rayburn walk-the-line Concept</i>	<i>"Branded" walk-the-line concept (1,380 SF) *Previously &amp; Pizza</i>	<i>2063 Rayburn House Office Building: Located in the Cafeteria</i>
<b>O'Neill House Office Building</b>		
<b>Facility Name</b>	<b>Facility Type &amp; Total SF</b>	<b>Facility Location</b>
O'Neill Convenience Store	Micro store (500 SF)	3200 O'Neill House Office Building
<b>Ford House Office Building</b>		
<b>Facility Name</b>	<b>Facility Type &amp; Total SF</b>	<b>Facility Location</b>
Ford Cafeteria	Cafeteria (8,135 SF)	125 Ford House Office Building
Ford Convenience Store	Micro store (560 SF)	126 Ford House Office Building

\*Capitol Market will temporarily operate from a Kiosk in HB9 during 2025 through 2027.

### C.2.3 REQUIRED HOURS OF OPERATION

The House follows the legislative calendar as determined by House leadership and published by the Office of the Clerk. The legislative calendars can be found at the following website: <https://www.congress.gov/calendars-and-schedules>. As described in the Food Service Clientele section (C.1.2), the House is either “in session” or “out of session” during the week. When the House is not in session, there are fewer patrons and House food service operations are reduced accordingly.

Below is a table of House food service locations, grouped by building location, with required in session, out of session, and late-night session (voting) operating hours. There are exceptions to the below hours of operations, and Contractor(s) may propose longer hours beyond the required minimum.

<b>U.S. Capitol Building</b>			
<b>Facility Name</b>	<b>In session Hours</b>	<b>Out of session Hours</b>	<b>Late Night Session (Voting)</b>
Members' Dining Room	8:30a.m. – 2:30p.m.	Closed	N/A

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Capitol Market	7:30a.m. – 5:00p.m.	7:30a.m. – 3:00p.m.	5:00p.m. – 8:00p.m.
<i>Coming soon: Capitol Convenience Store</i>	24/7	24/7	24/7
<b>Cannon House Office Building</b>			
<b>Facility Name</b>	<b>In session Hours</b>	<b>Out of session Hours</b>	<b>Late Night Session (Voting)</b>
Au Bon Pain	7:30a.m. – 5:00p.m.	Closed	N/A
Common Grounds	7:30a.m. – 5:00p.m.	Closed	N/A
<i>Coming Soon: Cannon Coffee Concept</i>	7:30a.m. – 5:00p.m.	Closed	N/A
<b>Longworth House Office Building</b>			
<b>Facility Name</b>	<b>In session Hours</b>	<b>Out of session Hours</b>	<b>Late Night Session (Voting)</b>
Longworth Cafeteria	7:30a.m. – 3:00p.m.	7:30a.m. – 3:00p.m.	5:00p.m. – 8:00p.m.
Dunkin’	7:30a.m. – 5:00p.m.	7:30a.m. – 4:00p.m.	N/A
Jamba Juice	11:00a.m. – 5:00p.m.	Closed	N/A
Longworth Convenience Store	24/7	24/7	24/7
<b>Rayburn House Office Building</b>			
<b>Facility Name</b>	<b>In session Hours</b>	<b>Out of session Hours</b>	<b>Late Night Session (Voting)</b>
Rayburn Cafeteria	7:30a.m. – 3:00p.m.	7:30a.m. – 3:00p.m.	5:00p.m. – 8:00p.m.
Steak ‘n Shake	7:30a.m. – 4:00p.m.	Closed	N/A
Subway	11:00a.m. – 5:00p.m.	Closed	N/A
<i>Coming Soon: Rayburn Coffee Concept</i>	7:30a.m. – 2:30p.m.	Closed	N/A
<i>Coming soon: Rayburn Pizza Concept</i>	11:00a.m. – 5:00p.m.	Closed	N/A
<b>O’Neill House Office Building – Lower Campus</b>			
<b>Facility Name</b>	<b>In session Hours</b>	<b>Out of session Hours</b>	<b>Late Night Session (Voting)</b>
O’Neill Convenience Store	24/7	24/7	24/7
<b>Ford House Office Building – Lower Campus</b>			
<b>Facility Name</b>	<b>In session Hours</b>	<b>Out of session Hours</b>	<b>Late Night Session (Voting)</b>
Ford Cafeteria	7:30a.m. – 3:00p.m.	7:30a.m. – 3:00p.m.	N/A
Ford Convenience Store	24/7	24/7	24/7

*\*Capitol Market will temporarily operate from a Kiosk in HB9 during 2025 through 2027.*

#### **Exceptions to Standard Days and Hours of Operation**

- a. The House food service facilities may operate under reduced operating hours during special circumstances when approved by the Contracting Officer’s Representative (COR). Requests for a reduction in hours must be submitted in writing at least ten business days before implementation. The COR reserves the authority to adjust operating hours as necessary without the need for a formal request. Permanent changes to operating



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hours may necessitate a contract modification.

- b. The House food service may operate under reduced operating hours, beyond those in Section C.2.3 during weather related or other emergencies when approved by the COR.
- c. The facilities are generally closed evenings, Saturdays, Sundays and on all Federal holidays unless otherwise directed by the COR due to the requirements of the House. The Contractor(s) must operate facilities as directed by the COR on any evening, weekend, or holiday that the House is in session.

**NOTE:** Directives relating to the opening and closing of federal facilities as issued by the U.S. Office of Personnel Management (OPM) do NOT apply to House operations.

#### C.2.3.1 SOFT OPENING

Upon completion of any renovations and prior to the contract becoming fully operational, the Contractor(s) shall execute a "soft opening." The purpose of this period is to test all equipment, food preparation, recipes, payment systems, signage effectiveness, food procurement, delivery processes, and all other business aspects to ensure a smooth food service capability. The time period of an operational trial is mutually agreed upon between the Contractor(s) and the COR at the kick-off meeting. The COR will work with the Contractor(s) in a partnering capacity to resolve all issues uncovered.

#### C.2.4 SALES HISTORY

All Contractor(s) can find previous sales history outlined in Attachment J.11, Sales History.

#### C.2.5 "BRANDED" CONCEPTS

For the purpose of this RFP, a "branded" food operation is a national or Capitol Region (District of Columbia, Maryland, Virginia) food company operating one or more "brick and motor", public locations. There are currently multiple "branded" food options available in three of the five House office buildings – Rayburn, Longworth, and Cannon House Office Buildings. All current "branded" options are franchised operations. Of the current "branded" options, most are individual "branded" locations, operating independently. Some operate within a House Office Building cafeteria (i.e., Rayburn Cafeteria), sharing kitchen facilities with cafeteria operators.

- (a) "Branded" concepts for the House should focus on breakfast and/or lunch offerings. To be eligible for consideration, each "branded" food operation must bear the same name, serve the same menu, and use the same products through its franchises or equivalent business structure.
- (b) In response to the RFP, Contractor(s) should provide details of experience in opening and operating one or more food service locations or a nationally "branded" franchise. The contractor(s) should also include an operational plan, proposed timeline, and cost estimates for implementing a "branded" food service to be operational at the start of the contract period.

#### C.2.6 CUSTOMER SERVICE EXPERIENCE

- (a) The Contractor(s) must provide outstanding customer service in all food operations. House facilities are high traffic, high visibility locations for Members of Congress, staff, and visitors alike.
- (b) The Contractor(s) staff must be courteous, professional and trained per the requirements outlined in C.6.1. The Contractor(s) must ensure that any negative customer experience and/or complaint are immediately

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addressed and then reported to the COR within 2 hours to prevent recurrence. The Contractor(s) is required to adhere to the Quality Assurance Plan outlined in Section C.5.1.

### C.3 FIVE PRIMARY COMPONENTS

#### C.3.1 CAFETERIAS

The House features four centrally located cafeterias. There are cafeterias located in three of the five House Office Buildings (Longworth, Rayburn, and Ford) with multiple entry and exit points for easy access. The fourth cafeteria is located in the basement of the U.S. Capitol Building.

- (a) Each of the cafeterias are provided with House-maintained kitchen equipment and patron seating for dining areas. Cafeteria kitchens can support centralized or “ghost” operations that can supply products across one or multiple cafeterias. A detailed list of each facility’s equipment can be found in Attachment J.2, House Furnished Food Service Equipment.
- (b) All House cafeterias are required to offer a variety of food offerings and stations/service models, such as “walk-the-line” concepts, made-to-order selections, and grab-n-go items. Menu offerings should focus on breakfast and lunch items and aim to have 35% of product offerings deemed healthy options. Food offerings shall also include gluten-free, dairy-free, vegetarian, and vegan options.
- (c) Cafeteria operations may include temporary and/or recurring pop-up “branded” offerings. The Contractor(s) must negotiate directly with the operator of the “branded” option(s). The pop-up menu, pricing, and occurrence(s) must be pre-approved by the COR.
- (d) As noted in the Facility Requirements, Section C.4.3, the cafeteria Contractor(s) is responsible for managing cleanliness in all cooking, serving, and seating areas at all times.

**NOTE:** Starting in August 2025, the kitchen facility in the U.S. Capitol building will undergo a major renovation, and temporary kitchen will be constructed for contractor use. The renovation is expected to take two years. The temporary kitchen facility will be a fully equipped cooking facility capable of supporting the cafeteria operation.

#### C.3.2 INDIVIDUAL “BRANDED” FOOD AND BEVERAGE SERVICES

The House features individual food and beverage establishments separate from the Member’s Dining Room and cafeterias. They are located throughout the House Office Buildings. One “branded” location operates within the physical space of the Rayburn cafeteria but has the infrastructure to operate independently from the Rayburn cafeteria Contractor(s).

Most locations have a kitchen and service space that are equipped with full complement of House provided kitchen equipment. Each location has the capability to have their own point of sale system. Certain locations have dedicated seating with tables and chairs for patrons. A detailed list of each facility’s equipment is included in Attachment J.2, House Furnished Food Service Equipment.

- (a) Individual “branded” food and beverage locations should be focused on breakfast and lunch, serving an array of convenient food from grab-n-go items to made to order.

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- (b) The House requires Capitol Hill-based locations to offer at minimum the same menus and promotions as their other establishments.

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### C.3.3 CATERING

House Office Buildings host catered events throughout the year that run the gamut on size, menu, elegance, and occasion. Events are hosted by House and non-House entities in a wide array of banquet and meeting spaces spread across the Capitol Hill complex. Events are held sporadically from morning to night and may range from small casual low-budget breakfast/luncheon to a formal dinner and reception for several hundred. Due to the geographically and demographically diverse makeup of Congress and its visitors from across the country and around the world, the requested catered food menus vary accordingly.

- (a) The House catering Contractor(s) must operate onsite and be highly flexible in terms of menu and type of service as well as capable to support the varied – often simultaneous – catering needs of the House.
- (b) There are several banquet and event spaces that the House catering Contractor(s) will have exclusive food service rights to – meaning events hosted in these spaces will be required to have food catering services provided exclusively by the House catering Contractor(s).
- (c) The tentative list of House catering Contractor(s) exclusive spaces includes:
  - 1) Rayburn 2043 - banquet room – 950 Square Feet
  - 2) Rayburn 2044 - banquet room – 1600 SF
  - 3) Rayburn 2045 - banquet room – 1040 SF
  - 4) Rayburn 2060 - banquet room – 1380 SF
  - 5) Rayburn 2075 - banquet room – 1260 SF
- (d) When utilized as event space, there are additional spaces that the House catering Contractor(s) will have exclusive rights to, including:
  - 7) Longworth Food Court and dining areas – est. 13,980 SF
  - 8) Members' Dining Room – est. 3,840 SF
  - 9) Ford Dining Room – est. 3,975 SF
  - 10) Rayburn Cafeteria and dining areas – 11,900 SF
- (e) There may be various exceptions to exclusivity in these locations. One exception to the catering Contractor(s) exclusive rights is during a limited Congressional Transition period that occurs every two years between congresses, when the House repurposes banquet and event spaces to accommodate departing and new Members. Other exceptions will be at the discretion of the COR when determined to be in the best interest of the House.
- (f) In addition to the rooms that the Contractor(s) has exclusive rights to, there are over one hundred rooms available for catering services. Although, the catering Contractor(s) will not have exclusive rights to these rooms.
- (g) The House food catering Contractor(s), or an alternate contractor, will be required to provide event set up/break down services and/or audio-visual support services, for a fee, for all House event spaces with limited exceptions, regardless of whether or not the food Contractor(s) are providing food services.
- (h) Contractor(s) must have the ability to successfully execute multiple events with less than four hours' notice. The Contractor(s) must have the capability to support event set up/break down services and/or audio-visual

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support services with two hours' notice. The food catering Contractor(s) must be able to provide coffee and beverage service on one hour's notice.

- (i) There are times when the House catering Contractor(s) will need to set up/breakdown, reconfigure, and reset as many as 50-75 rooms per day when Congress is in session, including House committee rooms. All rooms are required to be reset to original configuration at the end of each day or event as directed by the event sponsor or the COR.
- (i) The Contractor(s) may provide catering services to the Library of Congress, Supreme Court, Senate, and Capitol Visitor Center if requested, as long as service to House operations is not adversely impacted.

#### C.3.3.1 CATERING EQUIPMENT

- (a) The House catering Contractor(s) will be responsible for providing and maintaining all catering equipment, either owned or rented by the Contractor(s). The House will provide all fixed equipment, including but not limited to, banquet tables, chairs, convention draping, portable partitions, portable hand sinks, coat racks and trash receptacles. Requirements for this equipment beyond that made available by the House will be the responsibility of the Contractor(s) to provide.
- (b) In no case will an outside caterer use a House kitchen or Contractor(s) catering equipment or wares without expressed written permission from the Contractor(s) and the COR. The Contractor(s) may charge a reasonable fee to an outside caterer for use of Contractor(s) catering equipment and a House kitchen.

#### C.3.3.2 AUDIO VISUAL EQUIPMENT

- (a) The House catering Contractor(s) will be responsible for the day-to-day setup and operation of the audio-visual equipment in all spaces for a fee, for all House event spaces with limited exceptions, regardless of whether or not the food Contractor(s) are providing food services. It is required that the Contractor(s) employ qualified personnel familiar with the equipment and programs. These individuals are to be on-site whenever audio-visual services are requested. The House will be responsible for the repair and maintenance of House owned audio-visual equipment unless it is due to Contractor(s) negligence. In the event of Contractor(s) negligence, the cost to repair or replace damaged or lost equipment will be the sole responsibility of the Contractor(s). The House will be responsible for the lifecycle replacement of major components of the audio-visual system. Fees for all audio-visual services will be subject to the fees set forth in the Attachment J.1, Price and Portion Guide. If a client requests additional equipment or equipment that the House does not own, the Contractor(s) is responsible for providing said equipment.
- (b) The Contractor(s) will be responsible for supplying, for a fee, items such as easels, easel pads, writing instruments, pointers (laser and manual) etc. as requested by customers. The Contractor(s) shall propose fees to be charged for these items in Attachment J.1, Price and Portion Guide.

#### C.3.4 FINE DINING: MEMBERS' DINING ROOM

The Members' Dining Room (MDR) is a fine dining option that includes two large adjacent dining rooms – the Petinaud Room and the Bennett Room.

Starting August/September 2025, the Petinaud Room will be for the exclusive use of former Members, current Members, House officers, and select senior staff when in session. The Bennett Room will be open to any/all patrons with access to the U.S. Capitol Building.

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Both locations will serve breakfast and lunch, operating from 8:30 a.m. to 10:30 a.m. for breakfast and 11:00 a.m. to 2:30 pm for lunch when the House is in session. Both locations will be closed when the House is not in session unless negotiated otherwise with the COR.

The following constitutes the minimum operating standards for MDR operations:

Contractor(s) management and staff must be cognizant at all times of the customer base being served in the MDR and must maintain the highest degree of confidentiality as to the individuals, activities and conversations that take place in the MDR. As a fine dining restaurant, it is imperative that Contractor(s) have an employee dedicated to greeting and seating all patrons in a timely fashion, as well as managing and recording all reservations via phone, online reservation systems, and walk-ins.

NOTE: Starting in August 2025, the MDR kitchen facility will undergo a major renovation, and temporary kitchen will be constructed for Contractor use. The renovation is expected to take two years. The temporary kitchen facility will be a fully equipped cooking facility capable of supporting the entire MDR operation.

### C.3.5 VENDING AND MICRO STORES

There are 10 vending locations, and three micro stores as outlined in Attachment J.9, Facility Locations and Details. The 10 vending facilities are located in the U.S. Capitol Building, House Office Buildings, and other House-controlled locations. As noted in the Food Service Outlet Section above (C.2.2), the micro stores are located in the Longworth, O'Neill, and Ford House Office Buildings.

- (a) Vending and micro store services must offer a variety of:
  1. Hot and cold food and beverages
  2. Traditional snack food
  3. Healthy snack options
  4. Full meal options
  5. Over-the-counter drugs (i.e., ibuprofen, acetaminophen, antacids, allergy medications, etc.) and personal grooming products
- (b) The Contractor(s) is encouraged to meet a 35% target of vending slots being allocated to healthy offerings.
- (c) The Contractor(s) is to make the health and nutrition information available for all food and beverage products available for purchase.
- (d) The vending/micro store Contractor(s) must provide, maintain, and regularly stock all vending machines and equipment, to include their operating network.
- (e) Machines and equipment shall include the most up to date and cutting-edge technology to meet the needs of the House. Equipment should include the ability to hold temperature, cook and/or refrigerate food and beverages. Types of machines and locations will be mutually agreed upon at the start of the contract and subject to review and adjustment. The House reserves the right to alter the number of machines and locations. The Contractor(s) shall be responsible for the relocation or removal of machines as needed at Contractor's sole cost and expense.
- (f) Each vending machine must have up-to-date contact information where customers can report problems and obtain refunds for lost money. Refunds are to be available at locations as mutually agreed upon. The contractor(s) must provide a refund policy and procedure for review and approval by the House.

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- (g) All vending machines and POS systems must be equipped to accept multiple forms of payment to ensure customer convenience and accessibility. Specifically, the machine must support the following payment methods:
- 1) Debit/Credit Card: The vending machine shall include a secure card reader that accepts major debit and credit cards, enabling transactions via magnetic stripe, chip, and contactless payment methods.
  - 2) Cash Transactions: The vending machine shall have a functional cash acceptor and coin dispenser to facilitate cash transactions, ensuring accurate change is provided to customers.
  - 3) Mobile Payment Applications: The vending machine shall be compatible with mobile payment applications, such as Apple Pay, Google Pay, and other similar platforms, allowing users to complete transactions through their smartphones.
- (h) All refrigerated can and bottle beverage machines are to be Tier II Energy star certified. All vending machines and equipment are to be fully functional, operational and aesthetically pleasing throughout contract performance. The Contractor(s) shall ensure that machines are always in good operating condition, which includes maintenance, servicing, temperature monitoring (as needed) and the replenishment of items dispensed by the machines, in accordance with J.10, Food Safety and Sanitation Guidelines.
- (i) The ability to have real time, on-line connectivity, to address machine malfunctions and product outages, for all or select high-volume machines/banks should be considered since there are personnel in and around the Capitol complex, 24 hours a day throughout the year.
- (j) Contractor(s) must submit proposed machine colors, fronts designs, and any necessary decorative treatments for the surrounding areas both during the proposal phase and prior to any required replacements.

#### C.3.5.1 VENDING MACHINE MAINTENANCE

- (a) All machines are to be inspected with sufficient frequency to ensure contract compliance. The interior of each machine as well as the top, back and around the base of each machine shall be maintained in a clean and orderly manner by Contractor(s) at all times.
- (b) According to Attachment J.10, Food Safety and Sanitation Guidelines, all machines are to be moved at least twice a year, and the area behind the machines cleaned by the Contractor(s). The COR may direct the Contractor(s) to move and clean behind the machines more frequently if these areas become heavily soiled.
- (c) The House is not responsible for loss or damage to vending machines or their contents resulting from any cause, while on House premises, whether such loss or damage should be caused for any reason.
- (d) The Contractor(s) is to provide a machine replacement schedule based on sales volume for all machine types. In addition, the Contractor(s) is to provide an annual schedule outlining product replenishment and funds collection frequency for all machines. All machines must have funds collected from them at least once a month.
- (e) The Contractor(s) shall resolve machine breakdowns and problems within 24 hours of notification. The Contractor(s) must notify the COR of broken machines and equipment within 2 hours of being made aware of the issue. All notifications are to be via e-mail and is to include identification and location of the machine, the nature of the repair, reason for delay, and expected date of repair. Machines that cannot be repaired shall be replaced within five working days of notification.

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## C.4 FOOD MENUS, FACILITY REQUIREMENTS, AND MARKETING

### C.4.1 MENUS

- (a) The Contractor(s) is responsible for delivering a diverse food selection driven by consumer trends. The menu submission guidelines require that all menus be submitted electronically to the COR at least two weeks in advance and upon request. Each menu will consist of a core menu featuring daily items.
- (b) The Contractor(s) is strongly encouraged to maximize healthy offerings to include raw fruits and vegetables, whole grains, protein foods, and non-processed options. The House would like to see all menus, excluding “branded” concepts, aim to offer at least 35% of food offerings as healthy options.
- (c) In addition to the core menu, the Contractor(s) is encouraged to provide special and seasonal offerings on a bi-monthly basis.
- (d) Nutritional information, including major allergens, must be displayed according to [FDA regulations](#), accessible both in-store and online, with options for QR code access. Complete list of attributes must be available at service stations, clearly indicating allergens and dietary conflicts, and staff training on these procedures must be implemented. The Contractor(s) is required to include vegetarian, dairy-free, gluten-free, and vegan items to accommodate diverse dietary needs, excluding “branded” concepts.
- (e) The Contractor’s food menus, pricing, nutritional information, and allergens is to be available at all points of service, as well as, on the Contractor's web site. This requirement also applies to daily and seasonal specials. Links to menus and promotional material located on the Contractor’s web site shall be provided to the COR by the Contractor for posting on the House Intranet.
- (f) The Contractor(s) must maintain adequate stock levels to ensure a varied and complete selection. Items that are "out of stock" must be clearly indicated to ensure customer awareness. The COR must be notified immediately, and the Contractor(s) must restock the item as soon as logistically possible.

### C.4.2 ALCOHOLIC BEVERAGE SERVICES

- (a) Alcohol is generally only served at the fine dining facility (MDR) and at catered events. The Contractor(s) is required to offer alcoholic beverage service at all events when requested by the host. The Contractor(s) is also responsible for all costs associated with specific alcohol service training (see section C.6.1). Although liquor licenses are not required for every food Contractor(s) at the U.S. Capitol Building and House Office Buildings, all operations must comply with federal laws, including those related to serving and consumption of alcohol.
- (b) The Contractor(s) is responsible for ensuring that no individual under the age of 21 is served alcoholic beverages when the Contractor(s) is providing and/or serving the alcohol. A standard operating procedure for ensuring underage individuals are not served must be in place at the start of the contract and provided to the COR for review.

### C.4.3 FACILITY REQUIREMENTS

- (a) During operating hours, the Contractor(s) is responsible for cleaning its dedicated kitchen, service, and seating areas. This includes all trash removal, cleaning food prep stations and service lines, organizing facility tables/chairs, and cleaning all surface areas.



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- (b) The organization of service areas, tables, and chairs are the responsibility of the Contractor(s) and shall facilitate smooth traffic flow and are subject to inspection for safety compliance.
- (c) The Contractor(s) shall create and execute opening and closing procedure checklists that will be reviewed and approved by the COR.
- (d) In the event any of the furnishings are broke or stolen, the Contractor(s) shall notify the COR and submit a work order request with the Superintendent of the House to have it removed. In the event any House-provided equipment is broken, the Contractor(s) shall notify the COR and submit a work order with the Architect of the Capitol (AOC) to have it repaired or replaced for AOC equipment.
- (e) If there is any damage to infrastructure, materials, and/or surfaces, the Contractor(s) will notify the COR immediately to evaluate. The COR will submit the work order and coordinate with AOC on any facility related damage, repair, and/or renovation.
- (f) House kitchens are to be used solely for preparing food for service within Capitol grounds.

#### C.4.4 MERCHANDIZING, MARKETING, AND DISPLAYS

- (a) The Contractor(s) must work in conjunction with the CAO Communications and Marketing team for the initial rollout and continuous development and implementation of professional marketing and promotional programs. All signage and product labels should be creative and appropriately placed. Additionally, marketing and promotional materials should remain non-controversial.
- (b) All marketing and promotional initiatives and materials (including related signage) must be submitted for approval by the COR at least two weeks prior to scheduled implementation.
- (c) The Contractor(s) must develop and present a monthly marketing plan to include the calendar and special events for review by the COR, CO, CAO Communications and Marketing, and other House staff.

#### C.5 QUALITY ASSURANCE

##### C.5.1 QUALITY ASSURANCE PLAN

The Contractor(s) shall provide a Quality Assurance Plan (QA Plan) detailing the management and quality control actions necessary to meet the highest quality standard. The QA Plan shall outline the actions implemented to achieve contract goals, service levels, and Section C requirements, including a comprehensive program of inspection and monitoring actions. The QA Plan should include maintenance/cleaning procedures associated with the facility requirements in section C.4.3 to ensure the Contractor(s) are maintaining the facilities for seating organization, surface cleaning, trash removal, and equipment cleaning. The proposed QA plan will need to be reviewed and approved by the COR and shall be provided as part of the deliverables in Attachments J.5, Deliverables.

##### C.5.2 QUALITY ASSURANCE SURVEILLANCE PLAN

- (a) The House will implement a Quality Assurance Surveillance Plan (QASP) to oversee the Contractor(s) adherence to the QAPlan. The details of the QASP will be mutually agreed upon by the Contractor(s) and the House. Additionally, the House reserves the right to conduct further assessments through a third party at any time.

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- (b) The House will assess the Contractor(s) performance in accordance with the QASP performance standards. The COR may perform daily surveillance of the Contractor(s) activities and document the Contractor(s) performance per the established quality ratings: acceptable, marginal, or unacceptable.
- (c) Other methods of surveillance may include written details of inspections or data gathering, conversations or meetings with the Contractor(s), notes and comments that support inspection paperwork, or feedback from customers.
- (d) In addition to the QASP, all facilities will undergo routine health inspections conducted by the Office of the Attending Physician (OAP) outlined in J.10, Food Safety and Sanitation.

#### C.5.2.1 UNACCEPTABLE QASP FINDINGS

The Contractor(s) will receive written notification of any unacceptable quality findings, detailing the issues, required corrective actions, and the deadline for resolution. These findings will be clearly documented by the COR. Resolution will be achieved within a mutually agreed upon timeframe between the COR and the Contractor(s). Disputes will be referred to the CO for final decision. Areas deemed corrected will undergo re-inspection. If necessary, cure notices will be issued by the CO.

#### C.5.3 CUSTOMER SATISFACTION ASSESSMENT

Customer satisfaction is of the utmost importance to the House. The House consistently communicates with its foods service clientele and obtains, in real-time, both positive and negative feedback on food operations. In addition to real-time feedback, the House will facilitate assessments to measure customer satisfaction.

- (a) The Contractor(s) may conduct their own customer satisfaction feedback including, but not limited to, electronic (both active and passive) and paper comment cards, corporate reviews, or mystery shopping.
- (b) The Contractor(s) must submit the number, type, methodology, frequency, and content of all operational assessments to the COR for approval at least 14 calendar days before distribution or implementation.
- (c) At a minimum, the Contractor(s) is expected to conduct formal focus groups at least once annually. These groups are to be conducted by a professional facilitator and should include users of the different services of the Contractor(s). It is imperative that users from the different House complex buildings are included in these focus groups. Focus groups are in coordination with the COR.
- (d) The results of all assessment activities are to be submitted to the COR within 30 days of the activity, along with proposals to address any concerns, trends, or low ratings.
- (e) The Contractor(s) is prohibited from obtaining customer contact information through intranets or listservs. Contact information may only be used for customers who have voluntarily shared it and solely for soliciting feedback on the food service outlet.
- (f) The House retains the right to engage third parties for independent assessments, inspections, and consulting on House food services and related matters.

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## C.6 PERSONNEL AND RELATED REQUIREMENTS

### C.6.1 PROFESSIONAL TRAINING AND CERTIFICATIONS

- (a) It is the responsibility of the Contractor(s) to ensure that all required certifications are satisfied and current. The Contractor(s) must provide the COR with a copy of its training program every six months, detailing planned upcoming training initiatives and activities. The Contractor(s) must maintain comprehensive and updated training records for all employees and make these records available for inspection by the COR upon request.
- (b) Employees contracted for the U.S. House of Representatives, especially in roles related to food service or specialized functions, the following professional training and certificates are required:
  - a. **Food Safety Certification:** Contractor(s) must always have an individual with a ServSafe certification on site when operating House food facilities.
  - b. **Health and Safety Training:** Training in Occupational Safety and Health Administration (OSHA) regulations may be necessary for workplace safety, emergency procedures, and handling hazardous materials. At least one staff member must have OSHA training at each location.
  - c. **Customer Service Training:** Any and all staff who interact with patrons must undergo training in customer service best practices to ensure high-quality interactions and effective problem resolution. This training needs to be provided on an annual basis.
  - d. **Health Certifications:** A food handler's permit or health certification is required for those involved in food preparation.
  - e. **Alcohol Training:** All bartenders, service staff, supervisors and managers involved with the service of alcoholic beverages are to be TIPS® (Training for Intervention Procedures) certified.
- (c) Other recognized training and certification programs may be substituted with approval of the COR.
- (d) All Contractor(s) staff and suppliers that use powered industrial trucks and non-powered transport devices (to include forklift trucks and pallet jacks) are to have completed a training program before beginning work at the House based on the general principles of safe truck operation, the types of vehicle(s) being used in the workplace, the hazards of the workplace created by the use of the vehicle(s), and the general safety requirements of the OSHA standard. The trainer or training organization is to issue a license or certification attesting to the fact that the employee or Contractor(s) had successfully completed the training. Employees and suppliers must always carry the license or certifications, and a copy must be kept on file by the Contractor(s).

### C.6.2 KEY PERSONNEL

- (a) Key personnel as defined herein are subject to review and approval by the House before hiring or placement on Capitol Hill. Key personnel include, but are not limited to, senior management staff, unit managers, MDR manager and technical specialists. A comprehensive listing of key personnel can be found in Section H.24 of this contract.
- (b) In the event of any issues arising with Contractor(s) staff who work in customer areas and/or have customer contact or contact with House staff, the Contractor(s) must promptly address the situation upon request. If necessary, the Contractor(s) will remove the staff person(s) from the House premises, as requested by the COR. It is important to note that removal does not equate to termination, but rather a temporary measure to address concerns and maintain the integrity of services provided to the House community.

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### C.6.3 STAFFING LEVELS

- (a) The Contractor(s) is responsible for providing and maintaining mutually agreed upon staffing levels at all times. The proposed staffing levels by the Contractor(s) will establish the benchmark minimum requirement, with the flexibility to make periodic adjustments based on business volume during different times of the day and relevant key performance indicators. Facilities will be open at the scheduled times and will be staffed adequately during peak service periods to minimize wait times.
- (b) Senior level management needs to be able to respond in a timely manner. The Contractor(s) must demonstrate that they have sufficient staffing capacity to facilitate the emergency substitution of key personnel if necessary.
- (c) All subsequent staffing level changes are subject to review in advance by the COR.

### C.6.4 EMPLOYMENT ELIGIBILITY

The Contractor(s) shall comply with employment eligibility as outlined in Section H.22, Background Checks.

### C.6.5 PARKING

The House will do its best to make accommodations for Contractor(s) parking; however, there is no guarantee of parking spaces during the term of the contract. Arrangements for temporary parking can be made by contacting the COR.

### C.6.6 SECURITY AND BADGING

All Contractor(s) staff must pass a background check to obtain an access badge to the House of Representatives. The Contractor(s) shall comply with security and badging requirements as outlined in Section H.22, Background Checks. The Contractor(s) is responsible for ensuring that all Contractor(s) staff are badged and that badges are collected and returned to the COR upon the departure of staff. Control of badges is the responsibility of the Contractor(s).

### C.6.7 ON-CAMPUS OFFICE SPACE

In certain circumstances, if deemed necessary, the House will provide limited furnished office space for full-time personnel.

## C.7 SANITATION AND FOOD SAFETY

The Contractor(s) is to comply with the Food Safety and Sanitation guidance presented in the most current FDA Food Code. The FDA Food Code provides the basic operational requirements for a food service operation. The Contractor(s) is to comply with comprehensive guidelines pertaining to sanitation and food safety measures outlined by the Office of the Attending Physician (OAP) referred to Section J.10, Food Safety and Sanitation.

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## C.8 TECHNOLOGY

### C.8.1 GENERAL

- (a) With little to no exceptions, the Contractor(s) must provide and maintain their own computer equipment, hardware, software, and internet services and comply with the established House guidelines to ensure optimal performance, security, and compatibility with House systems outlined.
- (b) Prior to the start of the contract, the Contractor(s) shall:
  - 1) Identify the quantity and location of equipment needing access to the House network.
  - 2) Provide a detailed network diagram identifying location and type of connectivity (fiber, copper, and coax) for all nodes on their private network. This should include external types of connection (private T1 or Internet) and estimated bandwidth requirements.
  - 3) Indicate if there is intent to use a wireless network and if so, must provide detailed information on the purpose for the network, locations of access points, and security measures implemented.
- (c) To stay compliant and compatible with House, the contractor is solely responsible for upgrading and maintaining all hardware and software throughout the duration of the contract. The House will provide support to Contractor(s) for any computer networking and information security matters as needed.
- (d) Any wireless installation must be approved by the House and must meet mandatory House security requirements. Any wireless installation cannot interfere with the existing House-owned and managed wireless network.
- (e) For any necessary cabling, a statement of work will be created to coordinate installations with the cabling Contractor. All costs related to cabling additions, relocations, or changes will be the Contractor's responsibility. The House will assist in coordinating the installation of any required provider circuits.

### C.8.2 POINT-OF-SALE AND CASHLESS SYSTEMS

- (a) ~~In addition to cash,~~ All Contractor(s) must accept all major credit, debit cards, and mobile payments, and electronic applications must be accepted at all House food operations. All systems and hardware used in these transactions must be fully Payment Credit Card Insurance (PCI) compliant. **All staffed locations must provide a cash option.**
- (b) The House reserves the right to request additional payment methods not currently listed. The Contractor(s) must accept and implement any future requests for other payment methods not currently listed within 90 calendar days. The Contractor(s) is responsible for covering all costs and fees associated with any method of payment.
- (c) Any (POS) system must be configured so that each POS terminal is capable of operating independently of its central server in the event of network issues or a failure of the central server. All terminals must be able to start working automatically in an off-line mode once it senses a connectivity or server issue. Terminals must be able to process cash and credit card transactions while in this "off-line" mode in an uninterrupted manner.

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### C.8.3 MOBILE AND ONLINE ORDERING

- (a) The Contractor(s) is encouraged to offer mobile and online ordering capabilities for patrons. Customers should be able to browse the menu, customize their selections, and securely process payments through mobile/online ordering platforms.
- (b) Mobile and Online ordering systems should be user friendly and include features such as order tracking, estimated wait times, and the ability to modify or cancel orders easily. The Contractor(s) is responsible for ensuring that all pricing, menu, and descriptive data listed are accurate and regularly updated as needed.

### C.9 RENOVATIONS, REMODELING, AND CAPITAL INVESTMENTS

#### C.9.1 RENOVATIONS AND REMODELING

The House routinely renovates and makes capitol improvements to its food facilities to improve aesthetics and operations. Certain facilities have recently undergone renovations to improve and maximize seating for House patrons. The next major planned renovation will be to the Capitol kitchen facilities that provide service to the MDR and Capitol Market, pending to start August 2025.

- (a) Contractor(s) requesting renovations and/or capital improvements to House facilities must be submitted with the proposal to operate a House facility. Approved renovations and/or capital improvements will be performed by House-approved contractor(s), and the party responsible for the cost will be subject to negotiation.
- (b) Subsequent House renovations and remodeling may interrupt food service operations. The House will provide advance notice of planned activities affecting food service. The Contractor(s) must coordinate with the House to minimize disruptions, adjusting schedules and operations as necessary. Food service quality and safety standards must be maintained throughout. Both parties will collaborate on a contingency plan to address any interruptions without additional costs to the House. Any adjustments to the scope of work will be mutually agreed upon and documented.

#### C.9.2 GOVERNMENT FURNISHED PROPERTY

The House shall provide the Contractor(s) with Government Furnished Property (GFP) as detailed in this section. GFP includes any property owned by or leased to the House that is necessary for the performance of the contract. Any subsequent required and/or requested changes to facilities and/or equipment by the Contractor(s) shall require approval from the COR.

- (a) The House will deliver the GFP to the Contractor(s) in a timely manner. Once accepted, the Contractor(s) will be responsible for its safekeeping, maintenance, and use in accordance with the contract requirements.
- (b) The Contractor(s) shall maintain accurate records of all GFP received, including descriptions, quantities, and condition reports. Any discrepancies or damages to the GFP shall be promptly reported to the COR for resolution.
- (c) At the conclusion of the contract, the Contractor(s) shall return all GFP to the House in the same condition as when received, except for reasonable wear and tear. Any loss or damage beyond normal wear and tear shall be documented and may result in reimbursement to the House as determined by the COR.

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- (d) The Contractor(s) may be financially responsible for purchasing installing and maintaining specialized equipment. For specialized equipment, the Contractor(s) must coordinate with the House for installation. House kitchens are to be used solely for preparing food for service within House facilities.

### C.9.3 CONTRACTOR(S) OWNED EQUIPMENT

- (a) The Contractor(s) will provide and maintain, at their own cost, all equipment owned by the Contractor(s). This includes, but is not limited to, small wares, point-of-sale equipment, computers and related hardware and software, office furniture, carts, and fax machines.
- (b) The House will have the right of review and approve of any Contractor(s) owned equipment used or stored in House facilities or in view of visitors/customers. All equipment used in food storage, preparation and service must be NSF approved and meet the appropriate specifications found in the most recent FDA Food Code.
- (c) The House will have the right to review and approve any computer equipment, computer peripherals, Point-of-Sale equipment, wireless devices and other technology related equipment and devices (see Section H.14, Information Security).
- (d) The Contractor(s) will retain ownership of all support equipment.

### C.10 DELIVERABLES

On a recurring basis, the House will require the Contractor(s) to submit reports and other documents to the COR. These reports are outlined, and some samples are provided in Attachment J.5, Deliverables. The format of these reports may change with the approval of the COR although the content must be consistent with the samples provided. If applicable, all subcontractor(s) must provide the same information, format, and intervals as the primary Contractor. All subcontractor information must be reflected in the primary Contractor's reports.

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## SECTION D – PACKAGING AND MARKING

### D.1 PAYMENT OF POSTAGE AND FEES APRIL 2013

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

### D.2 PACKAGING AND MARKING DECEMBER 2014

- a. Packaging. Preservation, packaging and packing for all items delivered hereunder shall be in accordance with commercial practice, unless otherwise stated in this Contract, to ensure acceptance by common carrier and safe arrival at destination. All boxes must: (i) include packing slips clearly referencing this Contract; (ii) be numbered sequentially; (iii) indicate the total number of boxes in the shipment (*i.e.*, 1 of 6, 2 of 6, etc.); and (iv) include a description of item, part or item number, customer name and customer location.
- b. Marking. Contractor packages sent by private shipping companies (*e.g.*, FEDEX, UPS, etc.) must have the following information recorded on or near the shipping label: “U.S. House of Representatives, Purchase Order/Contract Number: (insert number),” along with the recipient’s name, office, building, room number and telephone number, if known. For items sent by local shipping companies, all deliveries, unless otherwise stated in this Contract, shall be considered “Inside Deliveries” and the Contractor will ensure that necessary hand-trucks, tools and personnel are available upon delivery to transport goods to the final destination within the building.
- c. Deliveries. Except for the companies referenced in section b. no deliveries will be accepted unless the delivery vehicles have been processed and x-rayed at the U.S. Capitol Police Offsite Delivery Center (OSDC) located at 4700 Shepherd Parkway SW, Washington, D.C. 20032. The hours of the U.S. Capitol Police Offsite Delivery Center are 4:30 a.m. to 3:00 p.m., Monday through Friday (Eastern Time). Vehicles must arrive no later than 2:45 p.m. to allow time for processing. The facility is closed on all Federal holidays unless specifically noted.
  - 1) In order to gain access to the Capitol Complex, a letter must be emailed to [OSDCAdmin@USCP.GOV](mailto:OSDCAdmin@USCP.GOV) on company letterhead accompanied by signature of the owner/manager listing the following information:
    - a) Company Name
    - b) Name of the Drivers/Employees requiring access
    - c) Social Security number for each driver/employee
    - d) Date of birth for each driver/employee
    - e) Driver license number for each driver/employee
    - f) Vehicle information – make, model, year, license plate number and state (Valid/Current registration is required for **ALL** vehicles including rentals.)
    - g) Building(s) to be accessed
    - h) Expected delivery date and time
    - i) POC / Receiving Person’s name and phone number
  - 2) Please note that all delivery information requires the receiving point of contact (POC) to send notification to [OSDCAdmin@uscp.gov](mailto:OSDCAdmin@uscp.gov) verifying the delivery for processing.
  - 3) No deliveries will be accepted unless the vehicles have been processed and x-rayed at the Offsite Delivery Center (OSDC).
  - 4) All delivery personnel and employees will be required to provide a valid picture government issued identification and be processed through the National Crime Information Center (NCIC).



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- 5) After delivery vehicles have been inspected and processed at the Offsite Delivery Center (OSDC), vehicles will respond directly to the secondary checkpoints listed below:
  - a) The Capitol Building/CVC: Capitol loading dock at New Jersey and C Street NW
  - b) Senate Office Buildings: Hart Tunnel in the 100 block of D Street, NE
  - c) House Office Buildings:
    - i) Ford HOB – 200 block of Virginia Avenue, SW
    - ii) O’Neill/Rayburn/Longworth/Cannon – Delaware and Washington Avenue, SW
    - iii) Library of Congress – Delaware and Washington Avenue, SW
- 6) Delivery trucks servicing the Ford House Office Building must not exceed ten (10) feet in height for inside delivery. Any questions can be directed to the Offsite Delivery Center during business hours (4:30 a.m. – 3:00 p.m.) at 202-224-0202.

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## SECTION E – INSPECTION AND ACCEPTANCE

E.1

INSPECTION

DECEMBER 2014

- a. Goods, Equipment and Services. Inspection of goods, equipment and services to be furnished hereunder shall be performed at the place of performance or delivery destination, in accordance with the provisions specified in this Contract and any applicable orders. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform such an inspection.
- b. Quality Assurance Reviews.
  - 1) *Tests.* The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. The Contracting Officer shall have the right to send his representative into areas used by the Contractor's employees, at any time, for quality assurance reviews or other purposes approved by the Contracting Officer.
  - 2) *Non-compliance.* Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the Contracting Officer. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties. The Contractor shall respond to all quality assurance reports within the timeframe specified in each quality assurance review, annotating what actions have been taken. Written notification of negative quality assurance review results will be furnished within thirty (30) calendar days after completion of quality assurance reviews.
- c. Facilities. All facilities utilized by the Contractor in performance of work under this Contract shall be subject to inspection by officials of the House and other representatives of the House, as directed by the House.

E.2

ACCEPTANCE

DECEMBER 2014

The House has the right either to reject or require correction of non-conforming goods, equipment and services. Goods, equipment and services are non-conforming when they are defective in material or workmanship or are otherwise not in conformance with requirements of the Contract, including any applicable instructions, specifications, drawings, data, the Contractor's warranties (express or implied) or any applicable samples provided to the House. Goods and equipment not accepted will be held for the Contractor's instruction at the Contractor's risk and, if the Contractor so instructs, will be returned to the Contractor at the Contractor's expense. Goods are considered accepted as to form, fit and function upon signature of receiver. Equipment (*i.e.*, goods/items with an individual serial number and with each good/item initially valued at five hundred dollars (\$500.00) or higher) is considered accepted upon signature of a completed Equipment Installation Notice ("EIN") form. The EIN form can only be signed by a Member, Committee Chair or Officer and is available on <http://www.house.gov/content/vendors> under the Additional Resources tab. Services are considered accepted upon a signed invoice. Payment for any goods, equipment or services hereunder shall not be deemed an acceptance thereof and will not waive any and all claims that the House may have against the Contractor.

E.3

TITLE / TRANSFER / RISK OF LOSS

APRIL 2013

The Contractor warrants free and clear title to all goods, equipment and services procured under this Contract. Unless otherwise specified in this Contract, title and risk of loss shall transfer to the House upon acceptance.

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## SECTION F – DELIVERIES OR PERFORMANCE

F.1                                      PERIOD OF PERFORMANCE                                      APRIL 2013  
Contract period of performance shall extend from on or around August 1, 2025, through on or around July 31, 2027.

F.2                                      OPTION TO EXTEND THE TERM OF THE CONTRACT                                      APRIL 2013

- a. Extension. The House may extend the term of this Contract up to four times for a period of 24 months each. Preliminary written notice to the Contractor of the House's intention to exercise these options will be at least thirty (30) calendar days before the Contract expires. The preliminary notice does not commit the House to an extension.
- b. Total Term. The total duration of this Contract, including the exercise of any options under this clause shall not exceed ten years or 120 months.
- c. The House may require continued performance of any services within the limits and the rates specified in the contract. These rates may be adjusted only as a result of contract modifications. The option provision may be exercised more than once, but the total extension of performance shall not exceed 12 months. The Contracting Officer may exercise the option by written notice to the Contractor.

F.3                                      PLACE OF PERFORMANCE                                      APRIL 2013  
Capitol Hill House Office Buildings in Washington, D.C. or Washington Metropolitan area.

F.4                                      NOTICE TO THE HOUSE OF DELAYS                                      DECEMBER 2014

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with this Contract, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately notify the COR by telephone and follow-up in writing to the COR within two (2) business days after the verbal notice, giving pertinent details. This notification does not relieve the Contractor of its obligations to meet the delivery and/or performance requirements of this Contract, nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this Contract. Failure to meet delivery/completion dates shall relieve the House of any obligation to accept and pay for any such goods, equipment and/or services at the option of the House and without liability.

F.5                                      SUSPENSION AND DEBARMENT                                      APRIL 2013

- a. Policy. The House will solicit offers from, award contracts to and consent to subcontracts with responsible contractors only. The prime contractor is responsible for vetting its subcontractors. Although recognized as a serious administrative action, the House may suspend or debar contractors if necessary to protect the U.S. Government's interest.
- b. Causes for Suspension and Debarment. The House may suspend or debar a contractor suspected, upon adequate evidence, of:
  - 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract;

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- 2) violation of Federal or State antitrust statutes relating to the submission of offers;
- 3) 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;
- 4) delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000);
- 5) knowing failure by a principal, until three (3) years after final payment on any Government contract awarded to the Contractor, to timely disclose to the Contracting Officer, in connection with the award, performance or closeout of the contract or subcontract thereunder, credible evidence of a: (A) violation of Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the United States Code; (B) violation of the civil False Claims Act (31 U.S.C. 3729-3733); or (C) significant overpayment(s) on the Contract; or
- 6) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the Government contractor or subcontractor.

Indictment for any of the causes listed above constitutes adequate evidence for suspension and/or debarment. The House may, upon adequate evidence, also suspend a contractor for any other cause so serious or compelling a nature that it affects the present responsibility of the Government contractor or subcontractor.

- c. Suspension. If suspended, the Contractor is temporarily disqualified from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, pending the completion of an investigation and any ensuing legal proceeding(s).
  - 1) *Procedures*. The Contracting Officer initiates suspension and debarment proceedings. If the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the individual or company immediately by certified mail, return receipt requested:
    - a. that the individual or company has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities: (A) of a serious nature in business dealings with the House; or (B) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
    - b. that the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
    - c. of the cause(s) relied upon for imposing suspension
    - d. of the effect of the suspension; and
    - e. that, within thirty (30) calendar days after receipt of the notice of suspension, the Contractor or its representative may submit to the Chief Administrative Officer, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- d. GSA Notification. The House reserves the right to notify GSA if the Contractor is suspended, debarred or proposed for suspension or debarment by the House.
- e. GSA Suspension and Debarment. After being listed on the System for Award Management ("SAM"), the House shall not solicit offers from, award contracts to or consent to subcontracts with the listed contractor, unless the

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House's Chief Administrative Officer determines that there is a compelling reason for such action. Furthermore, contractors listed on SAM are excluded from conducting business with the House as agents or representatives of other contractors.

- f. Debarment. If debarred, the Contractor is excluded from contracting with the House as a prime and/or House-approved subcontractor, in full or in part, for a defined period of time, generally not to exceed three (3) years.
- 1) *Procedures*. If the Contractor and any specifically named affiliates are proposed for debarment, the House shall advise the individual or company immediately by certified mail, return receipt requested:
- that debarment is being considered;
  - of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based;
  - of the cause(s) relied upon for proposing debarment;
  - that, within thirty (30) calendar days after receipt of the notice, the Contractor or its representative may submit to the Chief Administrative Officer, in writing or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
  - of the effect of the issuance of the notice of proposed debarment;
  - of the potential effect of an actual debarment; and
  - of the House's procedures governing debarment decision-making.

The decision of the Chief Administrative Officer on the merits of a debarment shall be final. A decision may be appealed by the Contractor to the Committee on House Administration, in writing, within ten (10) calendar days of receipt of notification of the decision. However, the only basis for appeal is that the Chief Administrative Officer failed to follow the procedures established herein. No other basis for appeal will be considered by the Committee on House Administration.

- 2) *Notice*. In the event that the Chief Administrative Officer makes a determination to impose debarment, the House shall give the Contractor and any subcontractors affiliated with the project prompt notice by certified mail, return receipt requested:
- referring to the notice of proposed debarment;
  - specifying the reasons for debarment; and
  - stating the period of debarment, including effective dates.

#### F.6

#### PAYMENT FOR NON-PERFORMANCE

APRIL 2013

- General. If the Contractor fails to comply with this Contract or any extension, the House may terminate this Contract under the termination clause of the Contract. The Contractor shall be liable for fixed, agreed damages as provided for in this clause, accruing until the time the House may reasonably obtain delivery or performance of similar services.
- Payment for Non-Performance. In the event that the Contractor fails to perform as stipulated in this Contract, and such failure is not for a reason beyond the control of the Contractor, the House may charge the Contractor twice the daily billed amount to the House for the applicable service(s) provided, or in the case of goods, the value of the goods/equipment, multiplied by the number of calendar days of late delivery. The House may also obtain payment equal to the costs incurred by the House to rectify, mitigate and repair the damages caused by the Contractor's failure to comply and/or perform. The House may obtain performance from another source and

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charge and collect all administrative costs incurred with entering in to a new contract plus the increase in costs to the House of the new plan, if higher than the billing rate of the non-performing and/or non-compliant Contractor.

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## SECTION G – CONTRACT ADMINISTRATION

G.1

AUTHORIZED HOUSE REPRESENTATIVES

APRIL 2013

a. Contracting Officer.

- 1) *Authority.* The Contracting Officer is the only person authorized to approve changes under this Contract and, notwithstanding provisions contained elsewhere in the Contract, said authority resides solely with the Contracting Officer.
- 2) *Unauthorized Changes.* Except as specified in paragraph (iv) herein, no order, statement or conduct of personnel of the House who visit the Contractor's facilities, or in any other manner communicate with personnel of the Contractor during the performance of this Contract, shall constitute a change (in scope, terms, conditions, requirements, pricing and/or delivery schedules) under this Contract. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, that change shall be considered to have been made without authority and no adjustment in price shall be made in the Contract to cover any increase in charges incurred as a result thereof.
- 3) *Written Authority.* The Contractor shall not comply with any order, direction or request of personnel of the House which would constitute a change under this Contract, unless issued in writing and signed by the Contracting Officer or made pursuant to specific authority otherwise included in this Contract.
- 4) *Delegation of Authority.* The Contracting Officer may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative.

- 1) *Responsibilities.* The COR, appointed in writing by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer's responsibilities. The responsibilities of the COR include, but are not limited to: (1) determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this Contract; (2) ensuring compliance with the contract requirements insofar as the work is concerned; (3) advising the Contracting Officer and Contracts Specialist of any factors which may cause delays in delivery and/or performance of the work; and (4) conducting or witnessing the conduct of any inspections and/or tests that may be required by the Contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing and/or delivery schedules of the Contract or direct the Contractor to perform services outside of the scope of the Contract.
- 2) *Additional Responsibilities.* Additional responsibilities of the COR are as follows: (1) monitor and evaluate contract performance, including preparing Vendor Performance Evaluations; (2) review, approve and process contractor invoices; (3) submit periodic report(s) to the Contracts Specialist; and (4) provide the Contracts Specialist with notification of intent to exercise options or renewals ninety (90) calendar days prior to expiration date.

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

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G.2 AUTHORIZED CONTRACTOR REPRESENTATIVE (ACR) APRIL 2013

The ACR serves as the Contractor's liaison between the Contractor and the COR. The ACR shall provide periodic status reports to the COR pursuant to the clause titled, "Reports / Plans / Schedules" of this Contract. All status reports, schedules and invoices must be approved by the COR in accordance with the terms and conditions of the Contract. The Contractor shall provide the name of the ACR to the House upon submission of a proposal and notify the House of any subsequent changes.

G.3 DELEGATION OF AUTHORITY APRIL 201

The parties to this Contract, in their discretion, may delegate to representatives within their respective organizations any of their administrative functions in connection with this Contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this Contract will be made in writing to the Contracting Officer.

G.4 POST AWARD CONFERENCE APRIL 2013

A post award conference will be held with the Contractor to review contract administration issues; unless the House and the Contractor determine that such a conference is not necessary.

G.5 INVOICES DECEMBER 2014

- a. Invoice Information. A proper invoice shall minimally include:
  - 1) Contractor Name, Address and Phone Number
  - 2) Name of Contractor Point of Contact
  - 3) House Contract Number
  - 4) Work/Delivery Order Number (as appropriate)
  - 5) Invoice Number
  - 6) Invoice Date
  - 7) Invoice Page Number (each page of an invoice shall minimally also contain the Contractor name, invoice number and invoice date)
  - 8) Payment Terms, if appropriate (example: 2% 10 - net 30)
- b. Deliverables. For each deliverable included on the invoice, the invoice shall include, as applicable:
  - 1) Contract Line Item Number
  - 2) Period of Performance
  - 3) Brief Description of Item
  - 4) Quantity Delivered
  - 5) Unit Price
  - 6) Extended Price
  - 7) Total Price of all deliverables contained on Invoice
- c. Submissions. Invoices for goods, equipment and services shall be submitted by e-mail or facsimile to the point of contact specified in the Contract.
- d. Discounts. For services and goods (other than equipment), any cash discount period will be computed from the date the invoice is received. For equipment, any cash discount period will be computed from the date/time stamped on the EIN form.



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- e. Follow-up Invoices. All follow-up invoices shall be marked “Duplicate of Original” on all pages. Any questions from the Contractor regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.
- f. Taxes. The House is exempt from all direct taxes, including any sales and use taxes.
- g. Freight. In general, all freight, shipping and handling charges are the responsibility of the Contractor. Unless expressly included and itemized in the Contract, no charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fee, permits, cost of bonds or for any other purpose will be paid by the House.
- h. Equipment Installation Notice. No payment for equipment (*i.e.*, goods/items with a serial number) will be made unless an EIN form, complete with serial numbers, or other commonly used Product Identification Numbers of delivered equipment, maintenance information and signature of the Member, Chairperson or Officer in the office receiving the equipment, is provided to the CAO Central Receiving. The installation date, warranty period and maintenance start date, if applicable, will commence on the CAO time stamp date which appears on the EIN form, regardless of the actual installation date.

G.6

REMITTANCE ADDRESS

APRIL 2013

- a. Electronic Funds Transfer. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by EFT. To enable the House to send payments electronically to the Contractor’s financial institution, the Contractor must first complete an EFT enrollment form to provide a signature and certain information regarding the financial institution. Please visit the House’s website at [www.house.gov](http://www.house.gov) for appropriate forms or call the EFT Help Line at 202-226-2277.

G.7

REPORTS / PLANS / SCHEDULES

APRIL 2013

All reports, plans, schedules and other submittals required to be submitted by the Contractor to the House under this Contract are subject to approval by the Contracting Officer, or, if authorized by the Contracting Officer, the approval of the COR.

- a. Approval. Until the Contractor’s required submissions are approved by the Contracting Officer (or the COR, if authorized), the Contractor’s performance will continue to be governed by the Contractor’s previously approved submissions, or as directed by the Contracting Officer (or the COR, if authorized).
- b. Minimum Information. At a minimum, the performance summary report shall include the following information:
  - 1) reporting period;
  - 2) the Contractor’s name and contact information;
  - 3) description of the work accomplished during the reporting period (*i.e.*, new installations, relocations, etc.), including, at a minimum, a list of (1) itemized tasks completed and a description of the support/services utilized; (2) hours/dollars expended by tasks; and (3) task status;
  - 4) a summary of the anticipated activity for the next reporting period; and
  - 5) a summary of outstanding issues and the proposed solution for said issues.
- c. Additional Information. The Contractor shall provide the COR performance summary reports acceptable in content and format. The House may request that the Contractor provide additional information in connection with any performance summary report submitted. If additional information is requested, the Contractor shall provide the COR the requested information within ten (10) calendar days of the request or sooner as requested.

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by the COR. Failure to submit an acceptable performance summary report may subject the Contractor to penalties for non-performance and/or jeopardize renewal of this Contract.

- d. Timeframes. The Contractor's on-time submission of the required deliverables is critical to the overall successful performance of the Contract. The reports shall be submitted as requested by the COR

G.8 CONTRACT STATUS AND REVIEW MEETINGS APRIL 2013

As determined necessary by the COR, contract review/status meeting shall be scheduled. The purpose of the meetings is to review the performance summary reports, performance evaluations, current/outstanding issues and provide the Contractor with any House-related informational materials. The House will use these meetings as a tool to monitor the Contractor's performance and to address and resolve potential problems, which will increase the likelihood of successful Contract performance.

G.9 RESOLVING CONTRACT PERFORMANCE ISSUES APRIL 2013

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

G.10 DISPUTES DECEMBER 2014

The parties shall deal in good faith and attempt to resolve potential disputes informally. If a dispute persists, the parties shall follow the administrative procedures set forth in the "Disputes" section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request and are described below:

- a. Submission of Claim. The Contractor may submit a written claim to the Contracting Officer seeking a final decision. The period for submission of written claims expires six (6) months from the date of completion of the Contract. The Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's direction during the entirety of the dispute or appeal process. A claim by the Contractor shall be decided by the Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy of the final decision to the Contractor. The Contracting Officer's decision on the dispute shall be final unless the Contractor appeals to the Chief Administrative Officer as set forth below.
- b. Appeal to Chief Administrative Officer. Within thirty (30) calendar days from the receipt of a Contracting Officer's final decision, the Contractor may appeal the decision in writing by mail to the Chief Administrative Officer. The Chief Administrative Officer shall review the parties' positions and issue a final decision on the appeal. The Chief Administrative Officer's decision on the appeal shall be final unless the Contractor appeals to

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the Committee on House Administration as set forth below. In connection with any appeal under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

- c. Appeal to Committee on House Administration. Within thirty (30) calendar days of receiving the Chief Administrative Officer's final decision, the Contractor may appeal to the Committee on House Administration to the extent the appeal is based on the Contracting Officer's alleged failure to follow procedural guidelines. No other basis of appeal may be submitted to the Committee on House Administration. If no such appeal is taken, the decision of the Chief Administrative Officer shall be final.

G.11

#### MODIFICATIONS

DECEMBER 2014

- a. No amendment, change or modification to this Contract shall be effective or enforceable unless it is in writing and signed by both parties (except that administrative changes may be affected in writing and signed by the Contracting Officer (as described in the "Change Orders" clause in this Contract)).
- b. The Contracting Officer may at any time, by written order make changes within the general scope of this Contract in any one (1) or more of the following: (a) drawings, designs or specifications when supplies/equipment to be furnished are to be specifically manufactured for the House in accordance with the drawings, designs or specifications; (b) method of shipment or packing; or (c) place of delivery/performance. If any such change causes an increase or decrease in the cost or, or the time required for, performance of any part of the work under this Contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery/performance schedule, or both, and shall modify this Contract. The Contractor must assert its right to an adjustment under this clause within thirty (30) calendar days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the "Disputes" clause in this Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

G.12

#### TERMINATION

DECEMBER 2014

- a. Termination for Convenience of the House. The House may terminate, in whole or in part, the performance of work under this Contract for its convenience at any time by providing written notice to the Contractor ("Notice of Termination"). After receipt of a Notice of Termination, and except as directed by the House, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause:
- 1) stop work as specified in the Notice of Termination;
  - 2) place no further subcontracts or orders for goods, equipment or services, except as necessary to complete any continuing portion of this Contract;
  - 3) terminate all subcontracts and orders to the extent they relate to the work terminated;
  - 4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders; and
  - 5) diligently continue to perform any work not terminated.
- b. Payments. Unless otherwise set forth in this Contract, if the Contractor and the House fail to agree on the amount to be paid because of the termination for convenience, the House will pay the Contractor the percentage of the Contract price reflecting the percentage of the work performed prior to the Notice of Termination, plus reasonable

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termination-related charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using the Contractor's standard record keeping system. The Contractor will use generally accepted accounting principles that are in accordance with auditing standards promulgated by the International Accounting Standards Board, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to or determined under this clause. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- c. Termination for Default/Cause. The House may, with written notice of default to the Contractor, terminate this Contract in whole or in part for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract term or condition, or fails to provide the House, upon request, with adequate assurances of future performance. In the event of termination for cause, the House shall not be liable to the Contractor for any amount for goods or services not accepted, and the Contractor shall be liable to the House for any and all rights and remedies provided by law. Generally, after the written notice and prior to terminating this Contract for default, the House will provide the Contractor five (5) calendar days to cure the defective performance; however, if the defective performance results in a breach of information security, substantial harm to the House, or a failure to meet the delivery schedule, the House reserves the right to immediately terminate this Contract for default, without providing the Contractor a cure period. The Contractor shall diligently continue to perform the work not terminated. If it is determined that the House improperly terminated this Contract for default/cause, such termination shall be deemed a termination for convenience. All disputes arising under or related to this Contract shall be resolved under the provisions of this Contract and the procedures set forth in the "Disputes" section in the *Procurement Instructions for the U.S. House of Representatives*, which shall be provided upon request.

G.13

#### RELEASE OF CLAIMS

APRIL 2013

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

G.14

#### PAYMENTS

OCTOBER 2024

- (a) Within 15 calendar days following the end of each calendar month during the Contract, the Contractor shall provide the House with a final statement of Gross Receipts for the calendar month together with payment of all amounts due to the House for such month.
- (b) The statement of Gross Receipts shall detail all Gross Receipts by income category and shall include per-capita revenue, customer counts, average checks/transactions in the facilities, the current month's budgeted Gross Receipts, year-to-date actual, and any other data or statistics as reasonably requested by the House.
- (c) The monthly report shall include a recap of daily Gross Receipts. Reporting under this Contract shall commence as of the effective date of the executed contract and generation of sales.
- (d) The Contractor shall pay the House, by check payable to the order of the U.S. Treasury, as indicated by the Government, the percentage of actual gross sales during each accounting period. The term, "accounting period", shall be one calendar month.
- (e) The Contractor shall deliver its payment pertinent to each accounting period directly to the House, in such a manner that payments will be received by the House therein within 15 calendar days after the last day of each accounting period. The Contractor will provide with each accounting period payment a true and

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correct statement, with breakdown by unit, of all gross sales of the Contractor during the accounting period for which the amount accrued and became due. The payment along with the Statement of Gross Receipts and other required documents must be hand delivered to the CAO Acquisitions Management Resource Manager,

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

#### G.14.1 REPORTS

OCTOBER 2024

The Contractor shall submit specific reports to the COR, including but not necessarily limited to the list provided in Attachment J.5, Deliverables. Required frequency of submission is denoted after the report name; reports shall be submitted within twenty business days from month-end (for monthly and quarterly reports), three business days from week-end (for weekly reports), and one business day (for daily reports) except where otherwise noted. The House may request additional reports at the COR's discretion.

#### G.14.2 STATEMENT OF INCOME AND EXPENSE

OCTOBER 2024

- (a) On a monthly basis, the Contractor will report to the House the operating status of each food service location along with future monthly projections.
- (b) Upon request, the Contractor shall provide additional breakdowns and/or explanations of line-item income and/or expense items. Monthly, during the contract, Contractor's senior management (Contractor's representative(s) above, Contractor's on-site general manager) shall discuss the monthly statement of income and expense with the House COR and CS.
- (c) If at any time during the Contract, the Contractor makes a request (operational or financial) that the House feels, in its reasonable opinion, requires a detailed review of the statement of income and expense, the Contractor agrees to provide the House with any operational and financial information (to include Key Performance Indicators (KPI's) reasonably requested, including, without limitation, a hard copy of the most current statement of income and expense (including year-to-date results, and the House agrees to limit distribution of the document(s) for review by those who need to know such information as it relates to the House's request(s). All financial information provided by the Contractor, whether under this paragraph or any other Section of this Contract, shall be true and complete and prepared in accordance with generally accepted accounting principles consistently applied.

#### G.15 ANNUAL STATEMENT OF GROSS RECEIPTS

OCTOBER 2024

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

#### G.16 BOOKS AND RECORDS

OCTOBER 2024

- (a) The Contractor shall maintain accurate books and records in connection with the services and shall retain such records for a period of at least two years following the conclusion of the contract.
- (b) The Contractor shall maintain complete and accurate financial records for all sales and expense transactions involved with the House's operations. This requirement includes, without limitation, those transaction

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records that support Gross Receipts, such as cash register tapes, catering billings and other sales receipts. Additionally, this requirement includes without limitation transaction records that support expenses, such as invoices, payroll records, inter/intra company transfers and other receipts. These items shall be properly stored and shall be kept for the minimum time detailed above.

- (c) The Contractor shall use point of sale systems and other automatic cash counting equipment as it reasonably deems necessary to properly and accurately record all Gross Receipts. All such systems shall be subject to prior review and approval. The House shall have the right, upon reasonable notice, to review and to inspect such equipment at any time and from time to time. The Point-of-Sale system and individual terminals will not be reset or zeroed out during the life of the contract without written approval of the COR.
- (d) The House shall have the right to audit the Contractor's books and records of account at a time and location as may be mutually agreed upon. If the result of any such audit establishes that the Contractor has overpaid or underpaid the House, such adjustment shall be credited against payments currently or to become payable to the House. Adjustments are to be shown on the next monthly financial statement. Adjustments are to be shown as a separate line item. If the audit reveals an underpayment in excess of two percent of the total amount of payments payable during any contract year, the cost of said audit shall be paid by the Contractor.
- (e) Contractor's records shall be available for routine inspection and audit by the House at any time and from time to time during the Contract services term (and for two years thereafter), but only during reasonable business hours and upon reasonable notice. These routine audits and inspections shall not be conducted more frequently than twice in any consecutive 12-month period, subject to the House's right to conduct special audits whenever it deems such audits to be necessary or appropriate. The House reserves the right to conduct surprise audits at any point of sale under the control of the Contractor.

G.17

#### ACCOUNTS RECEIVABLE

OCTOBER 2024

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

G.18

#### LOSS AND DAMAGE

OCTOBER 2024

- (a) The Contractor shall indemnify the House for any property delivered to the Contractor for servicing under this Contract that is lost or damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the House the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property or fail to agree on the amount of credit due, the dispute shall be determined as provided in Section G.10, Disputes.
- (b) In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

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## SECTION H – STANDARD CONTRACT CLAUSES

### H.1 CONTRACT TYPE FEBRUARY 2016

For the six food services locations identified in Section B.2, this will be a commission-based contract. The Contractor will retain operating profit less an agreed-upon commission payable to the House and the Contractor will be wholly responsible for 100 percent of any operating loss.

For food service operations not specifically mentioned in Section B.2, the House may enter into a “Cost plus Incentive Fee” arrangement in which the House will be responsible for all allowable operational expenses to a breakeven point.

### H.2 AVAILABILITY OF FUNDS DECEMBER 2014

The House’s obligation under this Contract is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the House may arise until the funds are made available to the designated Contracting Officer through an Appropriations Act for operations of the House. Issuance of a contract to the Contractor bearing the signature of a Contracting Officer shall constitute evidence that such funds are available.

### H.3 SYSTEM FOR AWARD MANAGEMENT OCTOBER 2014

The Contractor shall register or be registered in the System for Award Management (“SAM”) database ([www.sam.gov](http://www.sam.gov)) within ninety (90) calendar days from the date of award. The Contractor shall ensure that all information contained in its SAM registration is current, complete and accurate throughout the performance period of this award and until final payment is made by the House. To successfully register in the SAM database, the Contractor must provide its Taxpayer Identification Number, as validated by the Internal Revenue Service. Unless the Contractor’s SAM registration is marked “Active,” the registration requirement is not met. Not applicable to Independent Contractors. The Contracting Officer may waive this requirement in writing only. Upon successful registration in SAM, the Contractor will be provided its SAM Unique Entity Identifier (UEI).

### H.4 INSURANCE APRIL 2013

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

- a. Worker’s Compensation. Workers’ compensation and employee’s liability insurance: a minimum of one hundred thousand dollars (\$100,000) per incident;
- b. Comprehensive. Comprehensive general liability: a minimum of one million dollars (\$1,000,000) bodily injury per occurrence;
- c. Automobile. Automobile (vehicle) general liability insurance: a minimum of two hundred thousand dollars (\$200,000) per person; one million dollars (\$1,000,000) per accident; property damage fifty thousand dollars (\$50,000.00); and/or
- d. Other. Other insurance as required and specified in this Contract.

Upon request of the Contracting Officer, the Contractor shall promptly provide proof of insurance coverage.

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#### H.5

#### FEDERAL TORT CLAIMS ACT

APRIL 2013

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

#### H.6

#### EXCUSABLE DELAYS

DECEMBER 2014

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without fault or negligence of the Contractor, such as acts of God or the public enemy, acts of the House, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers. The Contractor shall (a) notify the Contracting Officer in writing as soon as it is reasonably possible after the commence of any excusable delay, setting forth the full particulars in connection therewith, (b) remedy the adverse impact of such occurrence with all reasonable dispatch, and (c) promptly give written notice to the Contracting Officer of the cessation of such occurrence.

#### H.7

#### WARRANTY

DECEMBER 2014

- a. Term. The term of the warranty shall begin on the date of acceptance. For equipment, the installation date and the warranty period will commence on the time stamp date which appears on the EIN form.
- b. Newly Manufactured Goods and Equipment. Unless this Contract specifies otherwise, the Contractor warrants that all goods and equipment provided are new. Used or reconditioned goods and equipment are prohibited, unless otherwise specified. If the Contractor believes that furnishing other than new material will be in the House's interest, the Contractor shall so notify the House in writing prior to delivery, specify the price reduction proposed and request authority to deliver such material.
- c. Goods, Equipment and Services. The Contractor warrants that the goods, equipment and services will be free from defects in materials and workmanship for a minimum of ninety (90) calendar days, as follows: (i) after completion of performance of services; (ii) after acceptance of goods, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply; and/or (iii) from the date that the EIN form is date-stamped by CAO Central Receiving for equipment, unless a longer warranty period is provided by the manufacturer or by law, in which case the longer warranty period will apply. Should the Contractor's goods, equipment or services prove to be defective within said applicable warranty period, the Contractor shall promptly replace, or repair said goods or equipment or correct such services in accordance with the requirements of this Contract, upon receipt of written notice from the House and without cost to the House. If such goods, equipment or services cannot be brought into compliance with this Contract in a timely manner, as determined by the House, the House may require a refund, in whole or in part, from the Contractor.
- d. Software. For the delivery of commercial software (*i.e.*, software that has been sold, leased or licensed to the general public), the Contractor warrants that such software will perform in accordance with the software license and accompanying documentation (*e.g.*, nonproprietary manuals and other materials). The Contractor further warrants that the commercial or proprietary software delivered under this Contract will be free, at the time of delivery, of harmful code (*i.e.*, computer viruses, worms, trap doors, time bombs, disabling code or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data or software).
- e. Intellectual Property. The Contractor warrants that the goods, equipment and services furnished under this Contract will not infringe or violate any U.S. intellectual property right, including, without limitation, rights in trade secrets, copyrights and U.S. patents.



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- f. Excluded / Limited Warranties. If the Contractor wishes to exclude or limit these implied warranties, it shall be the Contractor's responsibility to offer and agree with the House on an express warranty that includes terms (including the length of the warranty) equal to or better than those offered to comparable customers in customary commercial practice. The express warranty, if any, shall be included as an addendum to the Contract.

H.8

## SUBSTITUTIONS

DECEMBER 2014

The Contractor shall not tender substituted goods or equipment or use any specification in lieu of those applicable to this Contract without the prior written consent of the Contracting Officer.

H.9

## BUY AMERICAN

APRIL 2013

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

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

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H.10

## MOST FAVORED CUSTOMER PRICING

APRIL 2013

During the term of this Contract, prices for the goods, equipment and services required under this Contract must be equal to or lower than those offered the most favorable customer for similar quantities under comparable terms and conditions. When requested by the Contracting Officer, the Contractor must show that the prices offered the House match or are less than those offered to the Contractor's most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by the Contracting Officer throughout the term of the Contract. Any price reductions offered to other customers must be offered to the House if similar item quantities are involved.

H.11

## HOUSE RULES AND REGULATIONS

DECEMBER 2014

This Contract shall be governed by and shall be interpreted in accordance with all applicable statutes, House Rules ([clerk.house.gov/legislative/house-rules.pdf](http://clerk.house.gov/legislative/house-rules.pdf)) and House Regulations.

H.12

## COMPLIANCE WITH LAWS

APRIL 2013

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract, including laws prohibiting discrimination on the basis of race, religion, color, sex, national origin, age or disability.

H.13

## HOUSE INFORMATION

OCTOBER 2014

- a. Ownership, Access and Release of House Information. The House and the Contractor agree that all "House Information" shall remain the exclusive property of the House. As used herein, and subject to the specific exclusions below, "House Information" means (i) all information related to this Contract, (ii) all information (including all work papers, products, drawings, products, code, House records, files, forms, data and other information and documents in electronic or hard-copy form) collected, stored, processed, developed or otherwise accessed by the Contractor and subcontractor in performing this Contract, and (iii) all other information that is of such nature that a reasonable person would understand such information to be House Information. House Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, or (C) required to be disclosed under applicable law, subject to the further requirements of Section I.16 where incorporated into this Contract. The Contractor shall not provide access to, make unauthorized copies of, and/or release any House Information without prior written approval by the Contracting Officer, and subject to the further requirements of Section I.16 where incorporated into this Contract.
- b. Return of House Information. Upon the request of the applicable House entity or the Contracting Officer, or in any event promptly upon the termination of this Contract, all House Information made available hereunder, including electronic copies and any applicable backup copies thereof, shall be returned or, if directed or permitted by the applicable House entity or the Contracting Officer, destroyed, and the Contractor shall certify that it does not retain such House Information. Similarly, the Contractor shall require its subcontractors to return or destroy House Information upon completion of work under this Contract. The Contractor shall require that its subcontractors certify that such information is not retained. Failure to comply with the provisions of this clause may result in penalties prescribed under House rules at the discretion of the Contracting Officer.

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H.14

## INFORMATION SECURITY

OCTOBER 2014

- a. Compliance. All Contractor and subcontractor software, hardware and personnel that interface with House offices (including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (“HIR”)) are subject to and shall comply with the rules, regulations and sanctions outlined in the House Information Security Policies (“HISPOLS”), House Information Security Publications (“HISPUBS”) and HIR Security Standards, which will be provided upon request, as required by the Contract. The Contractor agrees to instruct its employees and subcontractors in connection with this Contract of their obligations to comply with all security standards and requirements of the House.
- b. System Servers. All Contractor and subcontractor system servers shall be certified by the Office of Cybersecurity prior to integration within the House network. This certification shall follow successful completion of the House system security compliance audit process. The Contractor must be able to provide evidence of security risk mitigation (as applicable) to the Office of Cybersecurity, prior to the integration within the House network.
- c. Investigation Support. The Offeror shall provide notification and investigation support to government security personnel or third-party investigative support services as part of the incident response and breach policy and process. Cloud Service Providers are required to report all computer security incidents to the House Security Operations Center (SOC). Any incident that involves compromised Personally Identifiable Information (PII) shall be reported to the Director of Privacy and House SOC as soon as it is discovered.

H.15

## NON-DISCLOSURE AGREEMENT

APRIL 2013

Due to the sensitive and confidential nature of information that the Contractor and subcontractors may come in contact with during the performance of this Contract, the Contractor, subcontractor and all personnel with access to House Information shall sign the House’s “Non-Disclosure Agreement” form, as provided by the Contracting Officer. The Non-Disclosure Agreement forms must be completed prior to commencing work under this Contract. The Non-Disclosure Agreement states in part that the individual signing the form agrees and understands that he or she will not disclose any House Information, including House Sensitive Information, received in the course of service to the House.

H.16

## PROTECTION OF CONTRACTOR PROPRIETARY DATA

APRIL 2013

- a. Contractor Proprietary Data. The House agrees that all material appropriately marked or identified in writing as “Contractor Proprietary,” and furnished hereunder by the Contractor to the House, are provided for the House’s use for the purposes of this Contract only. All such proprietary data, including software, shall remain the property of the Contractor, subject to the House’s “Government Purpose Rights” license.
- b. Destruction of Licensed Materials. The House will take reasonable steps to ascertain, prior to disposing of any media containing licensed materials, that such licensed materials contained thereon have been erased or otherwise destroyed.
- c. Compliance. The House agrees that it will take reasonable steps by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

H.17

## EXAMINATION AND AUDIT

DECEMBER 2014

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The Contractor agrees that the House, or its designated representative, shall have the right to review and copy any directly pertinent records, including records of a subcontractor, regarding the performance of this Contract. The Contractor agrees to maintain such records for possible examination or audit for three (3) years after final payment, unless a longer period of record retention is stipulated or required by law.

H.18

#### LIMITATION OF LIABILITY AND INDEMNIFICATION

DECEMBER 2014

- a. Damage or Loss to Property. The Contractor assumes all risk of loss of or damage to any property of the House (except for House Information, which is discussed in paragraph (b) below) entrusted to the Contractor while in the Contractor's possession or otherwise under the Contractor's control. In the event of loss or irreparable damage, the Contractor shall promptly reimburse the House for the value of the property. Any other damage shall be promptly repaired by the Contractor at the Contractor's expense.
- b. Damage to Information. The Contractor shall protect and be responsible for any loss, destruction or damage to House Information, work product or other information needed to perform its obligations under this Contract that results from or is caused by the Contractor's acts or omissions or from the failure on the part of the Contractor to reasonably maintain and administer such House Information, work product or information. The Contractor shall be liable to the House for any damages resulting from such loss, destruction or damage.
- c. Limitation of Liability. In no event will the House be liable for consequential, special, indirect, incidental, special or punitive damages, or any loss of revenue, profit, business, savings or goodwill, regardless of the form of action or theory of recovery, even if notification has been given as to the possibility of such damages.
- d. Indemnification. To the maximum extent permitted by law and except to the extent caused by negligence of the House, the Contractor shall, at its expense, indemnify, defend with counsel reasonably approved by the House and hold harmless the House, its Members, employees and agents, from and against any losses, liabilities, damages, fines, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees and settlements, and expenses from any third party claim, action, suit or judgment to the extent caused by or arising from: (i) the negligent acts or negligent omissions or willful misconduct of the Contractor, its officers, employees, agents or subcontractors for property damage, personal injury or death; (ii) the failure of goods, equipment and/or services delivered/performed under this Contract to meet the requirements of applicable laws or regulations; (iii) the infringement or violation of any U.S. or foreign intellectual property right, including without limitation rights in trade secrets, trademarks, copyrights and patents, by any good/equipment/service provided hereunder; and (iv) a breach or alleged breach of its obligations to maintain the confidentiality of House Information and information security requirements set forth in this Contract. The House shall promptly give the Contractor notice of such claim and shall cooperate in the defense of such claims at the Contractor's expense. The disclaimers of certain damages and damages limitations in paragraph (c) above shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from the Contractor's indemnification obligations under this Contract.

H.19

#### NON-EXCLUSIVITY OF RIGHTS AND REMEDIES

APRIL 2013

In all cases, the rights and remedies of the House herein are cumulative and are in addition to any other rights or remedies that the House may have at law or in equity.

H.20

#### FLOWDOWN AND SUBCONTRACTORS

APRIL 2013

The Contractor shall be responsible for flowing down all appropriate terms and conditions of this Contract to its subcontractors and suppliers. The Contractor shall obtain prior written consent from the Contracting Officer

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prior to subcontracting any part of this Contract. Award of a contract resulting from an Offer proposing a specific subcontractor shall constitute approval for use of that subcontractor, but in all respects, the prime contractor shall remain responsible for performance under the contract.

H.21

E-VERIFY

APRIL 2013

a. Definitions. As used in this clause,

“Employee assigned to the contract” means an employee, of the Contractor, who was hired after December 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a contract if the employee: (i) normally performs support work, such as indirect or overhead functions; and (ii) does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any party that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the fifty (50) States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

b. Enrollment and Verification Requirements.

1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of the contract award, the Contractor shall: (1) enroll as a Federal Contractor in the E-Verify program within thirty (30) calendar days of contract award; and (2) verify all new employees within sixty (60) calendar days of enrollment in the E-Verify program, and (3) begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.

2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of all new employees: (1) if the Contractor has been enrolled sixty (60) calendar days or more, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire; or (2) if the Contractor has been enrolled less than sixty (60) calendar days, within sixty (60) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire.

3) The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program as administered by the Department of Homeland Security.

c. Web Site. Information on registration for and use of the E-Verify program can be obtained via the Department of Homeland Security Web site at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

d. Individuals Previously Verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee who is a current employee or: (i) whose employment eligibility was

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previously verified by the Contractor through the E-Verify program; or (ii) who has been granted and holds an active U.S. Government security clearance for access to confidential, secret or top secret information in accordance with the National Industrial Security Program Operating Manual.

- e. Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that the Contractor enters into for the performance of this Contract.
- f. Report. Within thirty (30) days of the Contract award, the Contractor shall provide the Contracting Officer with written confirmation of (i) when the Department of Homeland Security granted E-Verify access to the Contractor, and (ii) when the Contractor first used the E-Verify verification system.

H.22

## BACKGROUND CHECKS

OCTOBER 2014

- a. Employee Eligibility. The Contractor must submit a report prior to the commencement of work to the COR, which lists all Contractor employees and subcontractor employees who will be working on this Contract and states that the U.S. Department of Justice, Immigration and Naturalization Service Employment Eligibility Verification Form I-9 was completed and verified for each person listed. This report must be signed and dated by a Contractor Human Resources Director or Manager. For Contractor employees and subcontractor employees placed on this contract after the initial report submission, the Contractor must complete the CAO Contractor/Contract Employee Registration Form (available on [www.house.gov](http://www.house.gov)). This form must be signed and dated by a Contractor Human Resources Director/Manager or Executive in the Contractor's corporate office, and presented to the COR prior to the COR initiating the background check.
- b. Background Checks. All Contractor employees and subcontractor employees working on this Contract will go through a background check conducted by the U.S. Capitol Police. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each Contractor employee and subcontractor employee working in any capacity on this Contract. Forms for each Contractor employee and subcontractor employee working on this Contract must be submitted prior to the commencement of work and early enough so adjudication of the results by the CAO can occur prior to the commencement of this Contract. If CAO Human Resources, after having processed the forms, determines at any time that the Contractor employee or subcontractor employee is unsuitable or unfit for assigned duties, CAO Human Resources will notify the COR and the Contracting Officer. The Contractor agrees to immediately remove, at the Contracting Officer's request, any employee or subcontractor employee deemed unsuitable or unfit by the CAO from work under this Contract.
- c. Frequency. All Contractor employees and subcontractor employees working on this Contract are required to go through a background check by the U.S. Capitol Police and be cleared by the CAO every three (3) years. Additional background checks may be conducted on such Contractor and subcontractor employees at any time as warranted.
- d. Security Clearance. Contractor employees and subcontractors must be able to obtain and/or maintain a Federal government security clearance and/or pass additional background checks/investigations if access to "House Sensitive Information" (as described in HISPOL 002.0, which is available upon request) is required under the terms of this Contract. Individual House Offices or CAO Business Units may require an Office of Personnel Management Extended Background Investigation or other security clearance, as deemed necessary, at the cost to the Contractor.

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## H.23

## IDENTIFICATION BADGES

OCTOBER 2014

- a. Access. If unescorted access is required outside of normal public building visitor hours, and access to the House network or House Sensitive Information will occur, or as determined by the COR, all Contractor employees and subcontractor employees requiring access shall obtain a House identification badge issued by the House Sergeant at Arms before the Contractor employee or subcontractor employee begins work under this Contract or subcontract. Although subject to change, public building visitor hours are Monday to Friday 7:00 a.m. to 7:00 p.m., and Saturday 7:00 a.m. to 1:00 p.m., excluding Federal holidays. House identification badges will not be issued to a Contractor employee or subcontractor employee unless the Capitol Police background check (CP-491 or equal) forms are submitted and approved.
- b. Return Policy. The Contractor shall ensure that each Contractor employee and subcontractor employee promptly surrenders his or her House identification/access badge to the COR upon termination of employment or when that employee's performance is no longer required under this Contract. The Contractor agrees to pay a fee of one hundred dollars (\$100.00) per week per badge for failure of the Contractor, a Contractor employee or subcontractor employee to comply with this obligation.
- c. Final Payment. Final payment will reflect a reduction for the fee and will not be made under this Contract until all House identification badges that were issued under this Contract have been returned to the COR, who will give them to CAO Human Resources.
- d. Lost or Stolen Badges. If a badge is lost or stolen, the contractor must complete a police report and provide a copy of the report to the COR or POC. In such cases, the fee may be waived.

## H.24

## KEY PERSONNEL

APRIL 2013

- a. General. All Contractor personnel identified as key personnel in the proposal shall be considered "Key Personnel" in this Contract. Any changes to Key Personnel shall be documented in a modification to this Contract.
- b. Substitutions. The Contractor shall make no substitutions of Key Personnel unless the substitution is (i) necessitated by illness, death or termination of employment, (ii) requested by the COR, or (iii) requested by the Contractor and approved by the COR. The House reserves the right to request that a given resource be substituted for any reason. Approvals of Contractor requests to substitute Key Personnel for reasons other than illness, death or termination of employment shall be granted sparingly and in all instances predate the actual substitution by no fewer than fourteen (14) calendar days. In the event of a substitution, the Contractor is solely responsible for ensuring that there is a sufficient knowledge transfer to minimize delays in continuing the work being performed by the resource. Substitutions to Key Personnel shall have qualifications equal to or superior to those of the approved resource.
- c. Training and Orientation. If the House is paying the Contractor on a time-and-materials or labor-hour basis for Key Personnel, the following shall apply: for a period of time determined by the COR, but in no event more than ten (10) business days, the Contractor shall bear the cost of training and orientation of a replacement resource by the House so that the replacement resource can resume the services performed for the House at the same point and with the same efficiency as the resource being substituted (at which time the Contractor may commence billing the House for the services of the substituted resource).

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H.25

## AUTHORIZED USE BY OTHER LEGISLATIVE ENTITIES

OCTOBER 2024

Other Legislative agencies shall be allowed to utilize the Contract on a non-mandatory basis to satisfy requirements for goods and services within the scope of the Contract and under their own funding. Orders should be placed directly with the contractor. There is no implied maximum order limitation, and other agency orders shall not affect the House-estimated Contract value. In the event of conflict regarding warranty services or delivery, the order of precedence shall be to House orders (whether incorporated by reference or otherwise) and then to other legislative agency orders.

H.26

## COVENANT AGAINST GRATUITIES

DECEMBER 2014

The Contractor warrants that no gratuities (including entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of any Contractor, to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intent of securing this Contract or securing favorable treatment with respect to any determinations concerning the performance of this Contract. This Contract may be immediately terminated for default if it is determined by the House that a gratuity was offered or given to any Member, Resident Commissioner, Delegate, House Officer or employee of the House with the intention of securing this Contract or securing favorable treatment under this Contract. No Member, Resident Commissioner, Delegate, House Officer or employee of the House shall share any personal benefit of this Contract.

H.27

## CONFLICTS OF INTEREST

APRIL 2013

- a. Personal Conflicts of Interest. A personal conflict of interest exists when a Contractor employee has a financial interest, personal activity or relationship that could impair the employee's ability to act fairly and impartially when performing under this Contract. The Contractor shall have procedures in place to screen employees for potential personal conflicts of interest. The Contractor must:
  - 1) not assign or allow employees to perform any task under the contract for which the Contractor has identified a personal conflict of interest that cannot be satisfactorily prevented or mitigated in consultation with the Contracting Officer;
  - 2) inform applicable employees of their obligation (1) to disclose and prevent personal conflicts of interest; (2) not to use non-public information accessed through performance of the contract for personal gain; (3) to avoid even the appearance of personal conflicts of interest; and (4) to sign a Non-Disclosure Agreement;
  - 3) establish and maintain effective oversight mechanisms to verify compliance with personal conflict of interest safeguards;
  - 4) take appropriate disciplinary action in the case of employees who fail to comply with the personal conflict of interest policies established pursuant to this clause; and
  - 5) report to the Contracting Officer any personal conflict of interest violation as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. The Contractor must provide follow-up reports of corrective actions taken, as necessary. Personal conflict of interest violations include: (1) failure by an employee to disclose a personal conflict of interest; (2) use by an employee of non-public information accessed through performance of the contract for personal gain; and (3) failure of an employee to comply with the terms of a non-disclosure agreement.



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- b. Organizational Conflicts of Interest. An organizational conflict of interest exists when the Contractor's activities or relationships with other persons, corporations and/or entities render the Contractor unable or potentially unable to provide impartial assistance or advice to the House, or the Contractor's objectivity in performing the contract work is or might be otherwise impaired, or the Contractor has an unfair competitive advantage. The Contractor must avoid strictly any conflict of interest or even the appearance of a conflict of interest in connection with this Contract. The Contractor shall not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.

- 1) Contracting with organizations owned in whole or in part by federal government employees. An organizational conflict of interest exists when the Contractor is owned in whole or in part by federal government employees, regardless of whether the personnel are employed by the federal governmental entity where the proposal, quotation, bid, or offer is being submitted. Whenever there could be a perceived conflict of interest resulting from direct ownership the contracting officer shall be notified immediately. Ownership through a 401(k) or other substantially similar investment or retirement vehicle where no direct involvement in the organization is or can be exercised shall not be deemed a conflict.

#### H.28 ADVERTISING/PROMOTIONAL MATERIALS OCTOBER 2014

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

#### H.29 INCIDENTAL SERVICES, TRAVEL AND OTHER EXPENSES APRIL 2013

Unless separately priced and awarded, the cost of all services, travel and any other expenses incurred incident to performance of work shall be borne by the Contractor. If separately priced and awarded, travel costs shall be reimbursed in accordance with the Joint Federal Travel Regulations, including per diem rate limitations.

#### H.30 SEVERABILITY APRIL 2013

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

#### H.31 ASSIGNMENT OCTOBER 2014

This Contract and the rights, interests and obligations of the Contractor hereunder shall not be assigned by the Contractor without the Contracting Officer's prior written consent.

#### H.32 ORDER OF PRECEDENCE DECEMBER 2014

- a. Contract. In the event of an inconsistency between portions of this Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) statement of work; (ii) other clauses of this Contract, whether

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incorporated by reference or otherwise; (iii) solicitation provisions; (iv) any clauses associated with purchase orders or task orders issued pursuant to the Contract and (v) the Contractor's proposal.

- b. Other. In the event that the provisions of this Contract conflict with the provisions of other Federal contracts, including orders incorporating terms of U.S. General Services Administration Federal Supply Schedule contracts, the provisions of this Contract shall govern solely to the extent of any such conflict.

H.33 SAFETY AWARENESS DECEMBER 2014

The Contractor agrees to (a) instruct its employees and subcontractors working in House facilities of House grounds in connection with this Contract of their obligations to follow any emergency evacuation plans provided by the House, and (b) comply with all safety requirements of the House.

H.34 WAIVER OF RIGHTS DECEMBER 2014

Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other default.

H.35 PRIVACY AND CONFIDENTIALITY MARCH 2015

- a. General. During the term of this Contract, the Contractor must not disclose to any other person or entity any "Confidential Information" obtained from the House or in connection with delivery of the services related to this Contract. "Confidential Information" means (i) all information related to this Contract, the House and all information collected, processed or otherwise accessed by the Contractor in performing under this Contract, and any data or information collected in connection with delivery of the services related to this Contract, and (ii) all other information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential to the House. Confidential Information shall not include information (A) generally known to the public, (B) already known, through legal means, to the party receiving the information, (C) legally obtained from a third party, or (D) required to be disclosed under applicable law, regulation or final order of any governmental or regulatory authority or court having jurisdiction over the Contractor or the House, but only to the extent of such requirement (in which case the Contractor shall (1) give prompt notice to the House, describing in reasonable specificity and detail all Confidential Information to be disclosed and all relevant circumstances with respect to such disclosure, to enable the House to take any appropriate action in order to limit such required disclosure, and (2) provide all reasonable cooperation to the House in connection with any such action).
- b. Non-Use and Non-Disclosure of Confidential Information. The Contractor shall not, except as required by judicial order or governmental laws or regulations, during or subsequent to the term of this Contract (i) use Confidential Information for any purpose whatsoever other than the performance of Contractor in providing the services, or (ii) disclose Confidential Information to any third party. It is understood that Confidential Information shall remain the sole property of the House. The Contractor shall take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information. To the extent the Contractor feels it needs to disclose Confidential Information, it may do so only after obtaining written authorization from the Contracting Officer. The Contractor shall notify the COR immediately in the event of any loss of or unauthorized access to Confidential Information, and shall use all efforts to mitigate the effect of such loss and to recover all Confidential Information.
- c. Return of Confidential Information. Upon the request of the House, or in any event promptly upon the termination of this Contract, all Confidential Information made available hereunder, including copies thereof,

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shall be returned or, if directed or permitted by the House, destroyed, and the Contractor shall certify that it does not retain such Confidential Information.

- d. Failure to Comply. Failure of the Contractor to comply with this confidentiality clause may be grounds for a Termination for Default by the Contracting Officer.

#### H.36 WORKPLACE RIGHTS & RESPONSIBILITIES POLICIES AND TRAINING APRIL 2018

- (a) The Contractor shall certify that it has in place a written workplace rights and responsibilities policy and training covering harassment and discrimination prevention.
- (b) The contractor shall certify that all contractors providing services to the House under this contract have completed such training prior to working under this contract.
- (c) Prior to the exercise of an option, the contractor shall certify that all contractors working under this contract have completed annual workplace harassment and discrimination prevention and rights training.

#### H.37 US FEDERAL GOVERNMENT HOLIDAY SCHEDULE JULY 2021

The House only recognizes U.S. Federal government-mandated or designated holidays as eligible for Non-Standard labor classification. These holidays include, but are not limited to:

- 1) New Year's Day
- 2) Birthday of Martin Luther King, Jr.
- 3) Washington's Birthday
- 4) Memorial Day
- 5) Juneteenth National Independence Day
- 6) Independence Day
- 7) Labor Day
- 8) Columbus Day
- 9) Veterans Day
- 10) Thanksgiving Day
- 11) Christmas Day

Contractor personnel assigned to this Purchase Order shall not be granted access to the United States Capitol Campus or conduct tele-work activities during the holidays listed above, except as follows: the Contractor shall provide sufficient contractor support to perform round-the-clock requirements of critical work already in process, as instructed by the Government Point of Contact, the Contracting Officer or authorized representative. No form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site or remote, unless otherwise instructed by the Government Point of Contact, the Contracting Officer or authorized representative.

The federal holiday schedule may be found on the following Web site -- <http://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays>

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H.38

## PHASE-IN AND PHASE OUT PLANS

DECEMBER 2014

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

- (1) May 2025 – Contract Award(s)
- (2) May to August 2025 – Transition
- (3) August 1, 2025 - House new food service begins

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

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

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

- (1) Provisions for completion of appropriate Contractor responsibilities should there be a contract termination proceeding including:
  - a. Submission of final commissions;
  - b. Submission of final reports;
  - c. Return of any other House-owned property not turned over to the new vendor (example, House ID badges);
  - d. Procedures for minimizing impact on performance in compliance with standards in the contract;
  - e. Procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract;
  - f. Detailed description on how responsibility and accountability will be relinquished for all House furnished equipment. At the end of the contract period, the Contractor shall coordinate all activities with the follow-on Contractor and/or House employees to 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 House, as well as all tools, parts and belongings from the House furnished spaces by midnight on the last day of the contract;
  - g. All House owned food service equipment and spaces under the direct control of the Contractor shall be left in the clean, functional condition received upon contract commencement allowing for normal wear and use;
  - h. The phase-out period shall take no longer than 30 days from the expiration of the contract.

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## SECTION I -- SPECIAL CONTRACT CLAUSES

### I.1 RIGHTS IN NEW WORK PRODUCT

APRIL 201

- a. Ownership. The House and the Contractor agree that all data, inventions, discoveries, intellectual property, technical communications and records developed, originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs and other documentation or improvements thereto and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the House's exclusive property.
- b. Pre-Existing Materials. Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this clause will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c. Government Purpose Rights. The House shall have "Government Purpose Rights" to the Work Product. Such recipients of the Work Product may include, without limitation, executive agencies or legislative branch of the U.S. Government, state/local government entities, and other House or Senate contractors/vendors.
- d. Joint Development. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the House, may be used by either party without obligation of notice or accounting.
- e. Developing Other Materials. This Contract shall not preclude the Contractor from developing materials outside of this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the House pursuant to this Contract.

### I.2 SOFTWARE ESCROW

APRIL 2013

The Contractor shall place the source code for all Work Product (for which the House has paid up to the date of default or termination) and the object code for all Pre-Existing Materials (as defined in the Clause entitled, "Rights in New Work Product"), consistent with the Contractor's license rights in such materials, into escrow to protect the House's ability to operate the system/solution in the event of a Contractor default or insolvency. The terms and conditions of the Escrow Agreement shall be substantially in the form provided by the Contractor and approved by the Contracting Officer.

### I.3 SOFTWARE LICENSE WARRANTY

APRIL 2013

The Contractor warrants that it has full power and authority to grant the rights contained in this Contract with respect to the software without the consent of any other person. Neither the performance of the services by the Contractor nor the license to and use by the House of the software and documentation (including copying) will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

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#### I.4

#### SYSTEM/SOLUTION WARRANTIES

APRIL 2013

In addition to any warranties set forth elsewhere in this Contract, the Contractor represents and warrants the following with regard to the system/solution:

- (a) The Contractor's performance and the system/solution shall comply with all applicable laws, regulations, codes, standards and ordinances;
- (b) The Contractor shall not introduce unauthorized code into the system/solution and has tested for such unauthorized code using industry standard tests and has not found any such unauthorized code. The Contractor further warrants that the Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies the Contractor of any fact or event, or any key, node, lock, timeout, or other function, implemented by any type of means or under any circumstances, that may restrict the House's use of or access to the system/solution, in whole or in part, based on any type of limiting criteria;
- (c) The system/solution and all data related output or results produced thereby: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by the House that may deliver date records from the system/solution or interact with date records of the system/solution;
- (d) Each copy of the Work Product provided by the Contractor, as applicable, is and will be free from physical defects in the media that tangibly embodies the copy. The Contractor shall replace, at the Contractor's expense including shipping and handling costs, any Work Product provided by the Contractor that does not comply with this warranty; and
- (e) If the software for the system/solution, in whole or in part, is replaced; upgraded; or modified by the Contractor with replacement or upgraded software components, or if the Contractor provides custom software or enhancements, the software as upgraded, replaced or modified shall operate with the rest of the software, equipment and data in the system/solution without loss of any functionality.

#### I.5

#### INTELLECTUAL PROPERTY INDEMNITY

APRIL 2013

- (a) With respect to claims arising from computer hardware or software manufactured by a third-party and sold by the Contractor as a reseller, the Contractor will pass through to the House such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, the Contractor will provide the House with indemnity protection equal to that called for by the Third-Party Obligation, but in no event greater than that called for in the first sentence of this subparagraph. The provisions of this subparagraph apply only to third-party computer hardware and software sold as a distinct unit and accepted by the House.
- (b) Unless an applicable Third-Party Obligation provides otherwise, the defense and payment obligations set forth in this clause will be conditional upon the following:
  - 1) the House will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

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- 2) the Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (1) when substantial principles of government or public law are involved, when litigation might create precedent affecting future House operations or liability, or when involvement of the House is otherwise mandated by law, the House may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (2) the House will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (3) the House will reasonably cooperate in the defense and in any related settlement negotiations.
- (c) Should the deliverables or software, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a United States intellectual property right, the House shall permit the Contractor at its option and expense either to procure for the House the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverable or software by the House shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the House in procuring substitute deliverables or software. If, in the sole opinion of the House, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Contract impractical, the House shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the House has paid the Contractor less any reasonable amount for use or damage.
  - (d) The Contractor warrants that it has appropriate systems and controls in place to ensure that House funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of any intellectual property right, law, rule or regulation, including those addressing copyright.

#### I.6 DOCUMENTATION FOR SOFTWARE AND EQUIPMENT APRIL 2013

The Contractor shall provide two (2) sets of Documentation to the House in a customary commercial format. "Documentation" means (a) all documents to be delivered under the Contract, (b) work product prepared by the Contractor to explain the use of the system/solution, and (c) all commercially available operations, technical and other manuals used in conjunction with the system/solution, including without limitation manuals provided by licensors of third-party software and by equipment manufacturers. Upgrades and revisions to this Documentation shall be provided for the term of the Contract. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. If the Contractor maintains its technical, maintenance and installation Documentation on a web site, the Contractor may fulfill the obligations set forth in this clause by providing the House access to its web based Documentation information. The Contractor grants a nonexclusive, perpetual right to use, make derivative works based upon, modify, and reproduce the Documentation furnished in accordance with the definition of "Government Purpose Rights" in the Clause entitled, "Rights in New Work Product."

#### I.7 SOFTWARE VERSIONS APRIL 2013

Unless otherwise mutually agreed to in writing, the Contractor shall, during the term of the Contract, maintain any and all third party software products at their most current version or, at the House's option, no more than one (1) version back from the most current version at no additional charge for such Services. However, the Contractor shall not maintain any third party software versions, including one (1) version back, if any such version would prevent the House from using any software functions, in whole or in part, in accordance with applicable specifications for the then-current version of the system/solution or would cause deficiencies in the system/solution. Any additional costs that are charged by a third party software manufacturer for an upgrade to a

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third party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Contractor.

#### I.8 USE OF HARDWARE OR SOFTWARE MONITORING APRIL 2013

- (a) The Contractor must permit inclusion or attachment of monitoring devices as the House may choose to employ for the purpose of examining or measuring the activity within a computer system/solution delivered, installed, and/or maintained by the Contractor under this Contract. These devices include hardware monitors physically connected to the computer system/solution and software monitors that may require portions of the computer system's control software to be displaced.
- (b) The Contractor may not prohibit the installation of these devices unless the particular device will cause significant or permanent damage to the computer system/solution. The Contractor must assist the House in identifying and locating device connections when requested by the House if the Contractor provides the services to other customers. If House attachments cause equipment failure, the House is liable for any damage.

#### I.9 TECHNOLOGY ENHANCEMENT APRIL 2013

The Contractor may propose technology enhancement of information technology equipment, hardware, or software configurations being provided under this Contract whenever newer technology becomes available that may save money, improve performance or save energy. All proposed upgrades must meet all of the following requirements:

- (a) All mandatory requirements of the Contract must continue to be met;
- (b) Overall Contract life cycle costs may not increase as a result of the upgrade; and
- (c) The proposed upgrade or enhancement will: (i) either be more cost effective than existing contract offerings/configurations; or (ii) at minimum, must result in at least equal operability, maintainability, reliability and overall system/solution performance while providing some additional benefit or advantage to the House.

The decision on a proposed technology replacement shall be made solely at the discretion of the Contracting Officer.

#### I.10 SELF-HOSTING OPTION APRIL 2013

The House shall have an option to replace any hosting services provided by the Contractor with a self-hosted version of the software and self-hosted maintenance and support services, under which the House would take responsibility for hosting and operation of its system/solution. The House will exercise this self-hosting option by issuing a written notice to the Contractor. If the House exercises this option, the Contractor and its subcontractors hereby grant the House a perpetual, irrevocable, non-terminable, nonexclusive license at no charge to use, demonstrate (for the House's internal business purposes and for processing House Information), modify and prepare derivative works based on, and reproduce the Source Code for Custom Software and the Object Code for third-party software, consistent with the Contractor's rights in such software, for the House's internal business purposes; provided, however, that the Contractor shall not be required to provide maintenance services for deficiencies caused by House-produced modifications to or derivative works based on the software. If the House exercises the self-hosting option, the prices reflected in this Contract for such option shall take effect.



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## I.11

## SERVICE LEVEL AGREEMENTS

APRIL 2013

- i. The Contractor warrants that it shall maintain the system/solution, and hosting services if any, to meet the Service Level Agreements (“SLAs”) set forth in the Contract.
- ii. The Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report the Contractor’s performance of the system/solution against the applicable SLAs. The Contractor will provide the House with information and access to all information or work product produced by such tools and procedures upon the House’s reasonable request for purposes of verification. The House may conduct tests for measuring and certifying the achievement of the SLAs.
- iii. If the system/solution fails to meet SLAs, the Contractor shall modify, reconfigure, upgrade or replace the system/solution, equipment, network and/or software, at no cost to the House, in order to ensure that the system/solution and hosting services if any, comply with such SLAs.

## I.12

## MEDIA SANITIZATION – FAX AND COPY MACHINES

FEBRUARY 2015

- a. Definitions. The definitions of “destroying” and “purging” as used herein shall adhere to the descriptions listed in the most recent version of the *National Institute of Standards and Technology’s Guidelines for Media Sanitization*. “Purging” shall include degaussing, when applicable.
- b. Temporary Removal of Equipment/Media. For any equipment that is removed temporarily from the House for any purpose (including deinstall/reinstall, repair or parts replacement, troubleshooting or staging), the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of temporary removal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remain in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; and (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data.
- c. Permanent Removal or Disposal of Equipment/Media. For any equipment that is permanently removed and/or disposed from the House or a District Office for any purpose, the Contractor shall secure equipment data at all times for any equipment containing hard drives (internal or external), server hard drives, USB sticks (flash drives with and without hard drives), memory sticks, CD and DVD data discs, and any other media containing data. The Contractor agrees to secure equipment data at all times, for purposes of permanent removal and/or disposal from the House, by ensuring that: (i) all documents and media, including removable magnetic media, relating to the equipment remains in the Contractor’s possession and control at all times; (ii) any distribution of such equipment and media by the Contractor to third parties for maintenance is limited to vendors (A) authorized by the Contractor in a contractual arrangement that provides for the confidentiality of any Confidential Information, and (B) with a clearly defined need to access the information; (iii) printed documents and media are not to be visible by anyone who is not authorized to view the data; (iv) for internal and external hard drives, server hard drives and USB sticks (flash drives with hard drives), all electronic data is purged/degaussed; and (v) for USB sticks (flash drives without hard drives), memory sticks, and CD and DVD data discs, all such items are physically destroyed.

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I.13

## CONCESSIONAIRE TERMS AND CONDITIONS

APRIL 2013

- a. No Appropriated Funds. No appropriated funds of the United States shall become due, or be paid, the Contractor (Concessionaire) under this Contract
- b. Concession Fee. In exchange for the House granting the Contractor a concession to sell food services on the U.S. Capitol Hill Complex and providing sufficient quantities of space, heat, water, and electricity for the Contractor's reasonable needs, the Contractor shall pay the House a concession fee outlined in Section B.
- c. Payment. The Contractor shall pay the House by check payable to the order of the U.S. Treasury.
- d. Hours. Unless otherwise required by the House, on all days other than weekends and Federal holidays, the Contractor shall operate the concession during the hours as designated by the COR or the Contracting Officer.
- e. Quality. The Contractor shall provide products and/or services of a quality satisfactory to the Contracting Officer. Additionally, the Contractor shall maintain the concession area in a clean, orderly, secure, safe, and sanitary condition to the satisfaction of the Contracting Officer.
- f. Employees. The Contractor shall employ only individuals meeting the health standards prescribed by law or regulation pertaining to the jobs for which they are hired. Employees must be trained for the efficient performance of the work covered by this Contract. Employees must give prompt and courteous treatment to customers. Employees must be neatly dressed and meticulous in their personal grooming at all times. The Contractor must remove from employment any employee at the request of the Contracting Officer if, in the opinion of the Contracting Officer, the employee interferes with the proper performance of this Contract.
- g. Release of Liability. The Contractor agrees to release the House or the U.S. Government from any and all liability for loss or damage to property and merchandise used by the Contractor in the operation of the concession due to theft, fire, storm, flood, and damage or destruction through any force of nature or otherwise.
- h. Taxes. The Contractor shall comply with all Federal, State and local laws, rules, ordinances and regulations relating to public health or applicable to the work performed under this Contract; assume complete and sole liability for all Federal, state, and local taxes applicable to the licensing, property, income, and transactions of the concession, and where required by applicable laws and regulations, shall collect and remit applicable sales taxes. Sales taxes will be excluded from the computation of gross receipts in the determination of the concession fee payable to the House. The Contractor warrants that the amount payable to the House has not been reduced by the amount of any tax or duty from which the Contractor is exempt. If such tax or duty has been included in the pricing or consideration through error or otherwise, the concession fee shall be correspondingly adjusted. If for any reason after the Contract date the Contract pricing or other consideration changes, the concession fee shall be correspondingly adjusted.
- i. Telecommunication Services. The House will provide telecommunications services, upon request, at the Contractor's expense.
- j. Parking. The House will not guarantee parking to the Contractor or any of its employees or subcontractors.
- k. Gratuities. The underlying contract or any order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

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- l. House Rules. This Contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.
- m. Liability of the House. Consistent with the Federal Tort Claims Act, as amended (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.
- n. Liability of the Contractor. Contractor assumes all risk of loss of or damage to any property of the House entrusted to Contractor while in Contractor's possession or otherwise under Contractor's control. In the event of loss or irreparable damage, Contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by Contractor at Contractor's expense.
- o. Time. Unless otherwise stated herein, all reference to days shall refer to calendar days.

I.14

#### QUALITY ASSURANCE SURVEILLANCE PLAN

APRIL 2013

- a. General. The House will prepare a Quality Assurance Surveillance Plan ("QASP") for this Contract. The QASP defines the continuing relationship between the Contractor and the House during the life of this Contract, addresses the preparation and submission of reports, and provides that ground rules for meetings between the parties. The QASP also memorializes the framework the House will use to monitor the Contractor's performance and administering this Contract. The Contractor's performance will be gauged against effectively meeting the requirements of the Statement of Work, monitoring customer satisfaction (*e.g.*, vendor performance evaluations) and the performance measures contained in the QASP, if applicable.
- b. Responsibilities. It shall be the responsibility of the Contracting Officer's authorized representative to periodically review this QASP for purposes of updating and/or recommending any necessary revisions. If a change to the QASP is required, the Contracting Officer will execute the appropriate bilateral or unilateral modification.

I.15

#### VENDOR PERFORMANCE EVALUATION

APRIL 2013

On a periodic basis, the Contractor's performance will be assessed using a Vendor Performance Evaluation ("VPE"). A VPE shall be prepared by the COR on an annual basis, prior to the exercise of any contract option period and upon contract completion. A VPE may be prepared more frequently at the discretion of the House. The Contractor will be provided an opportunity to respond to negative evaluations and provide a corrective action plan.

I.16

#### CONSTITUTIONAL PROTECTION AGAINST COMPELLED DISCLOSURE

NOVEMBER 2018

The Contractor understands that House Information obtained from the Client, the CAO, or the House may include information, documents, legislation, and correspondence protected absolutely from compelled disclosure by the U.S. Constitution's Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1. In the event that Contractor receives any request of any third party, private party, governmental agency, or regulatory body (including but not limited to subpoenas, warrants, or court orders) ("Request") for disclosure of House Information, Contractor must notify the Client, CAO, and the U.S. House of Representatives Office of General Counsel by phone (202-225-9700) and email ([ogc@mail.house.gov](mailto:ogc@mail.house.gov)) within three (3) Business Days upon receipt of the Request (providing such notice is not prohibited by applicable law), and in all circumstances the requisite notice must be provided prior to the disclosure of House Information. Regardless of whether the issuer of the Request contends that such notification is prohibited by law, Contractor must also immediately notify the issuer of the Request that the requested House Information may

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be absolutely protected from compelled disclosure by the U.S. Constitution's Speech or Debate Clause, U.S. Const. Art. I, §6, cl. 1, and that the issuer must immediately contact the U.S. House of Representatives, Office of General Counsel (202-225-9700/[ogc@mail.house.gov](mailto:ogc@mail.house.gov)).

Release of House Information limited to the terms of this Contract and any payments made pursuant to this Contract shall not be subject to the provisions of this Section I.16.

I.17

#### NOVATION AND ASSIGNMENT OF CLAIMS

APRIL 2013

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

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

I.18

#### ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS

APRIL 2013

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

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- (f) Any Contractor's staff that creates or allows a significant safety hazard or health hazard to occur will upon request be removed by the Contractor from the House premises. Removal does not mean termination.

I.19

#### CONTINGENCY PLAN

APRIL 2013

The Contractor must write and maintain a viable emergency operations plan ensuring continued food service operations during disruptive events. This plan, subject to approval by the House, must ensure adequate staffing, food supply, preparation, and distribution. The Contractor must have two days of inventory available to provide limited menu service in the event of a power outage or weather-related situation that prevents regular deliveries. The Contractor must submit a Contingency Plan for evaluation (see Section L.1.b.2(k)).

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

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## **SECTION J – ATTACHMENTS**

- J.1      Hallway Policy**
- J.2      House Furnished Food Service Equipment**
- J.3      House Building Commission Regulations**
- J.4      Operating Responsibility Matrix**
- J.5      Deliverables**
- J.6      U.S. Capitol Police Off-Site Inspection Center  
Instructions**
- J.7      Affirmation of Nondisclosure Form**
- J.8      Security Camera Policy and Procedures**
- J.9      Facility Locations and Details**
- J.10     Food Safety and Sanitation Guidelines**
- J.11     Sales History**
- J.12     Incident Report**
- J.13     Commission Worksheet**
- J.14     Technical Approach Proposal Guide**
- J.15     RFI Response Template**
- J.16     Price and Portion Guide**

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

### K.1 FINANCIAL INFORMATION APRIL 2013

When requested by the Contracting Officer, the Offeror shall furnish company financial data for the three (3) years preceding the submission of the Offer. To comply with this requirement, the Offeror shall furnish copies of financial statements or annual reports. When so requested by the Contracting Officer, publicly-held companies must also provide copies of filed Securities and Exchange Commission 10-K Reports and Proxy Statements.

### K.2 INSURANCE INFORMATION APRIL 2013

The Offeror agrees that upon award of a contract it shall maintain general liability, workers' compensation and any other insurance requirements set for in the clause titled "Insurance," unless otherwise waived in writing by the Contracting Officer.

### K.3 COMPANY BACKGROUND AND IDENTIFYING INFORMATION APRIL 2013

The Offeror shall provide or submit the following information with its offer:

1. legal name of the Offeror: \_\_\_\_\_;
2. Tax Identification Number (TIN): \_\_\_\_\_;
3. type of organization: ☐ Sole proprietorship; ☐ Partnership; ☐ C Corporation ☐ S Corporation ☐ Limited Liability Company ☐ Not-for-Profit \_\_\_\_\_ [please insert relevant Section of Internal Revenue Code [e.g., 501(c)(3)]]; ☐ Government entity (Federal, state, local); ☐ Foreign government; ☐ Other (if "other," please provide additional information);
4. System for Award Management (SAM) Unique Entity ID (UEI): \_\_\_\_\_;
5. Address. The Contractor shall identify the address to which payments shall be made, if different from that of place of business. Payments are to be mailed to:
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

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K.4

#### QUALITY ASSURANCE INFORMATION

APRIL 2013

The Offeror certifies that, unless the solicitation specifies in-process inspection, upon award of a contract, any product or service tendered for acceptance will be in compliance with the Offeror's existing quality assurance system.

K.5

#### RESPONSIBILITY CERTIFICATION

APRIL 2013

- (a) The Offeror certifies that it is an ongoing business concern regularly engaged in the type of business covered by the specifications set forth in this solicitation. To the best of its knowledge and belief, the Offeror and/or any of its principals certify they:
- 1) ☐ are, ☐ are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for the award of a Federal government contract;
  - 2) ☐ have, ☐ have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a Federal, state or local government contract or subcontract; (2) the violation of Federal or state antitrust statutes relating to the submission of offers; or (3) the 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;
  - 3) ☐ 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)(ii) of this provision;
  - 4) ☐ have, ☐ have not, within a three (3) year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds three thousand dollars (\$3,000) for which the liability remains unsatisfied; and
  - 5) have ☐, have not ☐, within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (b) For purposes of this certification, the term "principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the applicable business unit(s) (e.g., general manager, plant manager, head of a division or business segment, and similar positions) of the Offeror.
- (c) 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 under this clause was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) A certification that any of the items in paragraph (a) of this clause 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 any relevant explanations in additional sheets attached to this Section K, or furnish additional information as requested by the Contracting Officer, may render the Offeror non-responsive.
- (e) The certification in paragraph (a) of this clause is a material representation of fact upon which the House placed reliance when making the award. If it is later determined that the Offeror rendered an erroneous certification, in



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addition to other remedies available to the House, the Contracting Officer may terminate for default the contract resulting from this solicitation. The Offeror shall, if requested by the Contracting Officer, furnish promptly any information which the Contracting Officer may consider necessary to establish its responsibility.

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION APRIL 2013**

The Offeror certifies the following:

- 1) the prices in this offer have been arrived at independently without communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit an offer, or 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 competitor before 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 entity to submit or not to submit an Offer for the purpose of restricting competition.

**K.7 AUTHORIZED COMPANY OFFICIALS APRIL 2013**

The Offeror represents that the following individual(s) are authorized to negotiate on its behalf in connection with this Solicitation/Contract:

Name(s) and Title(s): [REDACTED].

Telephone Number(s): [REDACTED].

E-mail Addresses(s): [REDACTED].

**K.8 ORGANIZATIONAL CONFLICTS OF INTEREST APRIL 2013**

The Offeror warrants and represents that it does not have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective assistance, or would result in a biased work product, or might result in an unfair competitive advantage.

**K.9 BUY AMERICAN ACT CERTIFICATION APRIL 2013**

- (a) This clause applies only if the clause entitled "Buy American," is included in this Contract.
- (b) Pursuant to 2 U.S.C. Sec. 109, the Offeror certifies that each end product, except those listed in item (c) of this clause, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside of the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "cost of components," "domestic end product," "end product" and "foreign end product" are defined in the clause of this solicitation entitled "Buy American."
- (c) Foreign End Products:

End Product: [List as necessary]

Country of Origin: [List as necessary]

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K.10                      GENERAL SERVICES ADMINISTRATION SCHEDULE CONTRACT                      APRIL 2013  
OR GOVERNMENT-WIDE ACQUISITION CONTRACT  
CERTIFICATION

If this solicitation specifies that the product(s) and/or service(s) to be acquired are to be listed on either a U.S. General Services Administration ("GSA") Multiple Award Schedule ("MAS") Contract or another type Government Wide Acquisition Contract ("GWAC"), or if the solicitation does not require it but the offer is based in whole or in part on products or services included in an GSA contract or GWAC contract, the Offeror is to identify below the GSA Contract or GWAC contract under which such product(s) and/or service(s) are to be offered. Such Offeror also certifies that the GSA Contract or GWAC contract so identified is currently in force, and the offered product(s) and/or service(s) are authorized for sale thereunder.

GSA MAS Contract or GWAC Contract Number: [REDACTED]      Contract Period of Performance:  
[REDACTED]

Contracting Officer Name: [REDACTED]      Contracting Officer Telephone Number:  
[REDACTED]

Name of GSA MAS Contract or GWAC Contract Holder\*:  
[REDACTED]

\*If the GSA Contract or GWAC Contract Holder is a joint venture or the product of some other team arrangement, use the space below to provide information describing the nature of the joint venture/team arrangement. The House reserves the right to request additional information regarding the joint venture/team arrangement, if any.


K.11                      SYSTEM FOR AWARD MANAGEMENT                      FEBRUARY 2016

The Contractor represents and warrants that it is not currently suspended, debarred or proposed for debarment by any Federal, state or local governmental entity, or otherwise listed as an excluded party in SAM ([www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/)). Check whichever applies:

- ☐ Currently registered in SAM.  
☐ Not currently registered in SAM but in the process of completing registration.

K.12                      CERTIFICATION OF TRAINING                      APRIL 2018

Contractor certifies that it has in place a written workplace rights and responsibilities policy and training covering harassment and discrimination prevention. Further, the contractor certifies that any contractor staff providing services to the House have completed the training prior to working under this contract. Prior to the exercise of an option, the contractor shall certify that all contractors working under this contract have completed the annual training related to that policy.

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K.13

SIGNATURE

APRIL 2013

On behalf of the Offeror, I certify that these representations, certifications and other statements provided are current and accurate, to the best of my knowledge and belief.

[REDACTED]

[REDACTED]

NAME OF OFFEROR  
TO SIGN

DATE

PRINTED NAME OF PERSON AUTHORIZED

[REDACTED]

[REDACTED]

SIGNATURE OF PERSON AUTHORIZED TO SIGN

TITLE OF PERSON AUTHORIZED TO SIGN

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1

CONTENT OF PROPOSALS

APRIL 2013

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, may be disqualified from further consideration. The electronic submission should be divided and organized as follows:

Each proposal shall be divided into two (2) separate files and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content.

- a. **File I - Administrative and Price Proposal.** Part I shall be divided into the following distinct and marked parts:
  - 1) *Solicitation and Offer Form (Cover Sheet of this solicitation).* The Offeror shall insert the Solicitation and Offer form, and page one of this Solicitation, with all required/applicable blocks completed.
  - 2) *Section B - Price Schedules.* Offeror shall complete Section B and provide a proposed price which will address all requirements.
    - a) Complete the Price and Portion Guide sheets appropriate to your proposal in Attachment J.16, Price and Portion Guide with the items and prices you are proposing for these areas. Please complete the table as shown. These lists should include a majority of the initial offerings that your company will be offering for sale. Selling prices should not include sales tax.
    - b) Complete Commission Worksheet, Attachment J.13, if applicable. Provide a detailed description of proposed commission to the House based on a percentage of total Gross Revenues.
  - 3) *Section K - Representations, Certifications, and Statements of Offerors.* Offeror shall complete the required sections of Section K.
- b. **File II - Technical Proposal.** Part II shall be divided into the following distinct and marked parts (This file should not include or reference any aspect of the Offeror's financial proposal):
  - 1) *Executive Summary.* Provide a comprehensive summary of your entire proposal. The Executive Summary should provide condensed highlights of your proposal in sufficient detail for the reader to fully understand the scope and intent of your proposal. Clearly identify the locations for which you are proposing and identify the major differences between what you are proposing and the current food service operation as it exists today. This document should be suitable for review by the senior management and Members of Congress and should provide the reader with an overview of the proposed services.
  - 2) *Technical Approach.* The Offeror should provide a technical response to demonstrate all competencies and demonstrate how they plan to accomplish each applicable requirement found in the Statement of Work/ Solicitation. Each proposal may use the outline in J.14, Technical Approach Proposal Guide as a reference, but please note this is not an exhaustive list of what your company may include to demonstrate their capabilities and potential best value for the House.

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The offeror shall provide the following information as part of their response (Please be aware that including only these items may not adequately demonstrate the ability to successfully fulfill the requirement.):

- a) Concept and operating description
  - b) Organizational Structure
  - c) Menus, Marketing, and Facility Requirements
  - d) Quality Assurance
  - e) Customer Service Experience
  - f) Employee Staffing and Training Plans
  - g) Experience of Proposed Onsite Management
  - h) Equipment and Facility Sanitation Practices
  - i) Application of Technology
  - j) Recommended Renovations and Capital Investment
  - k) Alignment to the House Needs and Goals
  - l) Contingency Plan
- 3) *Management Approach.* The Offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the Statement of Work. As a guide, the approach shall include, as a minimum, the following:
- a) demonstrated methodology for performing the tasks as contained in the Statement of Work;
  - b) management approach to track the delivery of products and services related to this contract and to work with the COR and staff; and
  - c) method of reporting of work performance on an accurate and objective basis and identification of problems or issues as early as possible.
- 4) *Corporate Capabilities.* The Offeror must submit detailed organization charts that clearly outline the chain of command for both supervision and management staff proposed for the contract. The charts should demonstrate how the proposed personnel will effectively oversee contract performance and align with the overall management approach.

Provide a detailed staffing plan, highlighting how key and non-key personnel will be allocated to successfully meet all the requirements of the Statement of Work. The plan should demonstrate the Offeror's capability to ensure proper staffing levels and continuity throughout the contract term.

Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. The Offeror should demonstrate financial capability sufficient to provide resources to finance day-to-day operations.

The Offeror must provide clear verification and commitment of its financial capacity to fund the proposed capital investments and any associated transition, pre- and post-opening costs. This includes any remodeling or renovations required, as well as day-to-day operational funding.

- a) If using private capital, submit documentation confirming the availability of funds.
- b) If relying on third-party financing, provide an unconditional, binding letter of commitment from a commercial lender or third party.
  1. Funds not currently on hand, but which are confirmed in writing with Offeror's proposal to be available at commencement of contract term, may be acceptable.

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- c) For public corporations, an original, notarized letter from an authorized officer confirming financial commitment from the appropriate entity (e.g., finance committee, board of directors) is required.

5) *Past Performance.* The Offeror shall provide references for three (3) current or recent (within three (3) years) clients (e.g., landlords, brokers, etc.).

The Offeror shall list the:

- a) name and address
- b) name and title of the client contact
- c) telephone number
- d) description of contract deliverables
- e) performance periods and,
- f) type of contractual arrangements (e.g., percentage of sales, fixed price, time and materials, etc.).

**The House is not subject to the Federal Acquisition Regulations (FAR) or any of its supplements. No assumptions or deviations from the contract clauses listed herein or House Terms and Conditions will be accepted.**

L.2

## SUBMISSION OF PROPOSALS

APRIL 2013

- a. Offerors shall submit all proposal documents in electronic format using MS Word, Excel, or a searchable PDF by e-mail to the address specified below. The subject of the e-mail should include the name of the Offeror and the solicitation number. The e-mail shall not exceed 10MB in size. In the event that the proposal exceeds 10 MB, the Offeror may submit more than one e-mail, provided that all e-mails associated with an Offeror's proposal are received no later than the time and date specified. The proposal shall satisfy the terms of the solicitation and be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the Offeror can meet the House's requirements. It is the Offeror's responsibility to read, understand and comply with all solicitation instructions.
- b. Proposals must be received by the addressee by the time and date specified in Block 6 of the Solicitation and Offer form, page one of the solicitation.

All proposals must be submitted via e-mail, please use the following e-mail address:

[Housefoodservices@mail.house.gov](mailto:Housefoodservices@mail.house.gov), [Ryan.Moran@mail.house.gov](mailto:Ryan.Moran@mail.house.gov), [Breana.Wilson@mail.house.gov](mailto:Breana.Wilson@mail.house.gov), and [Paige.Sullivan@mail.house.gov](mailto:Paige.Sullivan@mail.house.gov).

**Any submissions that are submitted to emails other than [housefoodservices@mail.house.gov](mailto:housefoodservices@mail.house.gov), [Ryan.Moran@mail.house.gov](mailto:Ryan.Moran@mail.house.gov), [Breana.Wilson@mail.house.gov](mailto:Breana.Wilson@mail.house.gov), and [Paige.Sullivan@mail.house.gov](mailto:Paige.Sullivan@mail.house.gov) may be rejected.**

L.3

## LATE SUBMISSIONS AND REVISION OF PROPOSALS

APRIL 2013

Any submission or revision to a submission received by the CO after the time for receipt specified may be rejected and may not be considered unless the cause for non-receipt of was due solely to the actions of the House.

The Offeror is solely responsible for the timely delivery of proposals submitted via e-mail. The House is not responsible for misaddressed, misrouted, or rejected e-mail messages.

Submissions may be withdrawn by e-mail or other written notice received at any time before award.

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L.4 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

APRIL 2013

Offerors shall acknowledge receipt of any amendments to this Solicitation requiring bi-lateral signatures:

- a. by signing and returning the amendment;
- b. by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- c. by letter if authorized, the Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 INFORMATION DISTRIBUTION AND CONTACTS FEBRUARY 2016

It is the intention of the House to provide equal treatment of all Offerors involved in the proposal and award process. To achieve this goal the House intends to provide all information relevant to the process to all participating Offerors. Such information will include the distribution of all questions and answers to all participants. All questions from Offerors shall be submitted in writing by the date and time specified for such purposes.

**A pre-proposal conference will be held on Wednesday, November 13, 2024, at 10:00 a.m. EST via Zoom. During this session, Government will describe expectations and layout their vision for the project. Questions may be answered based on procurement guidelines. If you wish to participate, please sign up using <https://bit.ly/40jg13g> by 5:00 p.m. EST on November 12th, 2024 to receive the Zoom link.**

**A Walk-through of House facilities will be hosted on several dates and times during November 19, 2024 through November 21, 2024. The exact date and times are included in the registration.** All companies are asked to limit participation to no more than three individuals per vendor. Please sign up for this site walk using <http://bit.ly/3CpKGsp> by 5:00 p.m. EST on November 17, 2014. Meeting location and details will be provided upon registration.

Questions regarding this solicitation must be submitted via e-mail to the primary contacts below by the following due date and time: December 9, 2024, NLT 2:00 PM EST. All responses to the RFI/Questions shall be responded to in the form of an amendment.

The primary contact for all communications and questions is:

House Food Services Email: [Housefoodservices@mail.house.gov](mailto:Housefoodservices@mail.house.gov)

Ryan Moran  
Associate Director, Acquisition Operations  
[Ryan.Moran@mail.house.gov](mailto:Ryan.Moran@mail.house.gov)

Breana Wilson  
Contracts Specialist  
[Breana.Wilson@mail.house.gov](mailto:Breana.Wilson@mail.house.gov)  
Paige Sullivan  
Jr. Contracts Specialist  
[Paige.Sullivan@mail.house.gov](mailto:Paige.Sullivan@mail.house.gov)

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L.6

## RESTRICTION ON DISCLOSURE AND USE OF DATA

APRIL 2013

Offerors, who include in their proposal data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(a) mark the title page with the following legend:

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

(b) mark each sheet of data to be restricted with the following legend:

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



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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OVERVIEW APRIL 2013

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

### M.2 EVALUATION PROCESS APRIL 2013

- (a) The House will conduct a preliminary evaluation of all proposals submitted on a timely basis to determine compliance with RFP requirements and mandatory document submissions.
- (b) After the above review, the House reserves the right to ask Offerors for additional information to clarify a proposal submission.
- (c) The House will evaluate proposals in accordance with requirements outlined in the solicitation.
- (d) As part of the evaluation process, the House also may conduct unannounced site visits of Offeror's localities. Site visits are intended to evaluate firsthand all aspects of the Offeror's typical operation, including but not limited to food quality, appearance, customer service, cleanliness, and overall management.

### M.3 EVALUATION FACTORS FOR AWARD APRIL 2013

- a. Proposals will be evaluated based on the following evaluation factors:
  - i. executive summary
  - ii. technical approach;
  - iii. management approach;
  - iv. corporate capabilities;

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- v. past performance; and
- vi. price.

- b. Risk Assessment. Proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach.
- c. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable and affordable, but may also be evaluated to determine if the pricing is realistic and reflects an understanding of the requirements. The proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

M.4

#### BASIS FOR AWARD

APRIL 2013

Best Value. Award is based on the proposal which is determined to be most advantageous to the House. Non-price factors, when combined, may be more important than price.

M.5

#### CONTRACT AWARD

APRIL 2013

- a. The House intends to award one or more contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer conforms to this solicitation, taking into account the factors contained in M.3 "Evaluation Factors for Award."
- b. The House may:
  - i. reject any or all offers, if such action is in its interest;
  - ii. waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award without discussions. Therefore, each initial offer should contain the Offeror's best terms. However, the Contracting Officer reserves the right to conduct discussions if they are later determined to be necessary.
- d. The House will evaluate proposals (or quotations) and determine which are the most highly rated and eligible for inclusion in a competitive range relying on the merits of each offer. The House may further reduce the range for purposes of efficiency.
- e. Any award made from this RFP will be a stand-alone contract, not a task order or delivery order against another contract (e.g., GSA Schedule, GWAC.) Although the award will be an open-market award, if proposed prices are based in whole or in part on prices that are offered to other federal agencies, the House will take those prices into account in conducting its price evaluation.
- f. The Government reserves the right to utilize any and all sources to include past performance and financial information available to the House of Representatives above and beyond any references provided in your response to this request for proposals. This includes information that may be provided to the Contractor

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Performance Assessment Reporting System, Dun and Bradstreet, and information provided by other Governmental or Non-Governmental sources that may be pertinent to this acquisition.

- g. No assumptions or deviations from the House Terms and Conditions or the Clauses found within the solicitation will be accepted. Any proposal with assumptions and/or deviations to the terms and conditions is deemed non-responsive to the solicitation and will receive no further consideration.