

SAMPLE ONLY- FOOD SERVICE REVOCABLE LICENSE SOLICITATION

SOLICITATION NUMBER: SAMPLE

LOCATION: Federal Building, Long Island New York

PERIOD OF PERFORMANCE: Two (2) Years, With 3, Three (2) Year Options.
 Base: TBD through TBD (2 years)
 Option 1-3: TBD through TBD (6 years)

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All attached exhibits and appendix are incorporated into and a part of this license.

STATEMENT OF WORK

1. Description of Services.

Licensee shall provide all management, administration, supervision, labor, equipment (except as otherwise described herein), materials and supplies necessary to provide food services as determined by GSA. Licensee will provide the food service level described in the Section 2 “Scope of Work” section below.

The above described services shall be performed at the following location:

- 1) Sample Federal Building, Long Island, NY

2. Scope of Work.

- 1) The Licensee shall provide the food service described below:

TBD

- The successful vendor is encouraged to work with the Courts on additional opportunities such as jury meals or catering.

- 2) Licensee shall:

- a) Be responsible for obtaining all permits, licenses, and approvals to operate the facility, and for adhering to evolving food service, ServSafe, CDC, State and local emergent condition requirements, as required. The Licensee’s Manager and back-up Manager must be certified Food Protection Managers as defined in the U.S. Food and Drug Administration (FDA) Food Code 2017. At least one certified “Food Protection Manager,” Manager or supervisor, must be present at all times of operation. GSA requires no additional permits.
- b) Provide a varied menu with prominently displayed pricing and calorie content.
- c) Ensure that food is unadulterated and honestly presented when offered to the customer.
- d) Perform food service operations in accordance with all Federal, State, territory, local municipal and industry guidance (ie: ServSafe, National Restaurant Association, and such relevant guidance as may be in effect during the term of this License (the “Industry Guidance”).
- e) Demonstrate innovative methods in keeping with the Industry Guidance.
- f) Deliver competitively priced food and beverages that are healthy and, to the extent possible and feasible, organic and locally grown.
- g) Maintain the food service operation in an environmentally responsible and sustainable manner.

Additional information on sustainability can be found using this link:
<http://www.gsa.gov/portal/content/104429>.

- h) Perform daily janitorial services at the Food Service Facility.
- i) Perform daily maintenance services at the Food Service Facility.
- j) Perform administrative services related to:
 - i) Financial reporting.
 - ii) Employee management.
 - iii) Managing the security clearance process of employees.
 - iv) Responding to inspection findings.
 - v) Attending weekly status meetings.

- m) Provide and manage an on-line ordering and payment system, enabling efficient ordering and pick up of pre-ordered food.
- n)) Provide training to employees and maintain a sign-in log of employees that have received required monthly supplemental training sessions.
- o) Be capable of adjusting the level and manner of food services provided, as determined by GSA, to address national, state and local food service restrictions and allowances that may be required and in effect.

2) Period of performance:

- a) Base: 2 Year Period:
- b) Option 1: 2 Year Period:
- c) Option 2: 2 Year Period:
- d) Option 3: 2 Year Period:

Roles and Responsibilities:

- e) Regional Concessions Program Manager- The Regional Concessions Program Manager (RCM) for this License is an official of Region 2, GSA. The RCM is responsible for administration of this License. No changes to the License or any terms thereof, will be effective, unless in writing and agreed to by the RCM. The primary role of the RCM is overall program administration, license solicitation document preparation and interpretation, renewal tracking, license modifications, interpretation and providing assistance to the GSA Facility Manager in administering the day to day oversight and enforcement of the license terms and requirements. GSA is the sole authority for resolving any conflicts in interpretation of License requirements.
- f) GSA Building/Facilities Manager – The GSA Building/Facility Manager (FM) for this License is the local Field Office representative who is responsible for assisting the RCM in administering the overall performance of the License. The FM's responsibility includes, but is not limited to determining the adequacy of the facility's performance in accordance with the terms and conditions of this License, conducting periodic facility inspections and issuing deficiency notifications, holding periodic Café status meetings, and serving as the daily point of contact for the Licensee, as well as coordinating with the RCM, regarding any issues related to the License. The primary role of the FM is the day to day management of the Licensee's operation, conducting on-site inspections, meetings and need coordination, equipment management, Licensee file or report reviews, facility management, license obligation oversight and enforcement, and advising RCM of escalated concerns and needs.

3. Description of Facilities.

Licensee has no ownership or possessory interest in the Food Service Facility and has no greater right to use or occupy the Food Service Facility than is provided by this License. See EXHIBIT 5. The New York State Commission For The Blind ("Randolph Sheppard Program") has a vending and Micromart location in the building. The Licensee shall confer with the RCM to ensure that the food service offered pursuant to this license does not conflict with the Randolph Sheppard Program's vending services.

4. Hours of Operation.

4 A. Required Minimum Service Schedule for this location:

Hours of Operation are from 7 AM to 3 PM for food services*. Food services shall be provided Monday through Friday (except holidays observed by the Federal Government), at minimum, as follows:

Period	Opening	Closing
Hot Breakfast	7:00 AM	10:30 AM
Hot Lunch	11:00 AM	2:30 PM

***Licensee may exceed the listed, minimum operating hours.**

4 B. Modification to Service Schedule.

All hours may need to be adjusted as necessary, to accommodate the building occupants and visitors. Any changes to these hours will be determined by GSA. Modification of the minimum required hours or days of service, will be considered upon the FM's receipt of written request for approval. No changes will take effect unless approved in writing by the authorized GSA representative.

5. Financial Reporting Requirements.

- 1) Monthly Profit and Loss (P&L) Report and Annual Certification. Licensee shall furnish copies of monthly P&L statements to the RCM, by the end of the month following a monthly accounting period. The P&L shall be e-mailed to the RCM using the following e-mail address: kathleen.rumell@gsa.gov, or such other email address as may be directed.
- 2) The data in the P&L shall reflect the Sales and Profits and Losses for the prior month and may require detail of the average daily check and average number of people serviced daily. For example, the selected Licensee shall submit a P&L statement on or before November 10th, for the Sales/P&L figures for the month of October. The data submitted in this P&L statement shall reflect data beginning with the second month of operation. P&L statements for the Café will be separate by location, but may be combined in one report.

6. Responsibilities of Licensee.

Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Building. Licensee shall obtain licenses and permits as required by State and Local authorities, and observe all applicable building, health, sanitary, and other regulations and laws. See the attached Food and Safety Training Manuals and guidelines for definitions and further instructions (EXHIBITS 8, 9A and 9B).

Licensee shall employ sufficient and suitable personnel, secure and maintain appropriate insurance, maintain records, submit reports, and observe other license requirements as set forth herein. Licensee shall pay employees at a rate that is in full compliance with all Federal Executive Orders and applicable minimum wage laws, including every fee, cost, or other charge resulting from operations under this License. See EXHIBIT 10.

Licensee shall meet monthly, or as needed, with the FM, RCM, and tenants to discuss mutual objectives including, but not limited to, service levels, Wellness Program, Sustainability Plan, menus, and marketing programs, and standards outlined in the Food Service Guidelines For Federal Facilities. See [Federal Food Guidelines](#), EXHIBIT 8.

Licensee acknowledges that it must register with the System for Award Management (SAM) database prior to award of the License, and maintain that registration through final payment of any amounts due under the License resulting from this solicitation. If the Licensee does not register with SAM in the time prescribed by GSA, GSA may award the License to the next registered Licensee who successfully meets and fulfills requirements. Licensee may obtain information on registration and annual confirmation requirements via the internet at www.sam.gov or by calling 1-866-606-8220. The FM can provide assistance with the SAM registration process. Please refer to SAM Website: www.sam.gov

Licensee shall exercise reasonable care in the use of space and Government-owned equipment and, upon License termination, Licensee will yield such space and equipment in as good condition as when received, except for ordinary wear and tear and damage or destruction beyond Licensee's control and not due to Licensee's fault or negligence. EXHIBIT 7A and EXHIBIT 11.

6 A. Service.

Licensee shall clean and sanitize all dining room tables after each break and at time of closing. Licensee shall remove any remaining items from the tables. Patrons shall be requested to remove trays, dishes and utensils from tables to dish carts that will be strategically located in the dining area. See the attached Food and Safety Training Manuals for definitions and further instructions (EXHIBITS 9A and 9B).

Licensee shall provide continuous bussing service to remove any remaining soiled dishes and assure that tables, booths, chairs, and benches are cleaned and sanitized. In addition, Licensee must patrol dining rooms and report carpet stains and/or flooring damage to GSA Facility/Building Manager/designated service contract entity. Licensee will provide eating utensils, condiments, and napkins for patron use.

Refer to "Section H. Cleaning and Janitorial Requirements" below, for further detail on cleaning requirements.

6 B. Menus.

It shall be the responsibility of Licensee to provide a variety of prepared foods that represent a food quality that is a model for wellness and sustainability and in accordance with industry trends, industry standard practices and the industry's latest innovative concepts. Licensee shall offer food that provides a wide variety to customers, including vegetarian, vegan, Organic, healthy, and light eater. Menus must also include items for people with dietary restrictions and offer "low fat," "low sodium," "low calorie," and "reduced sugar" menu items as defined in "Food Service Guidelines for Federal Facilities". It is the goal of this License that 40% of the menu structure served at each meal period offers a variety of dietary options. All menu items must be clearly labeled for customers, in accordance with the attached EXHIBIT 8. Food quality is the quality characteristics of food that is acceptable to consumers. This includes external factors such as appearance (size, shape, color, gloss, and consistency), texture, and flavor; and factors such as federal grade standards (e.g., of eggs) and internal (chemical, physical, microbial).

In light of the emphasis placed on the Wellness Program in this solicitation, and in order to ensure optimum visibility of healthy menu offerings, Licensee should take into consideration the positive effects of priority placement of the products in the food service area and on the serving lines. Examples of product placement may include placement of healthy menu offerings as the first thing the customer encounters at each serving line, or at the cash register or at key places on serving lines that are closest to eye level.

Licensee shall comply with the nutritional information requirements of the 2015 and all subsequent revisions of U.S. Dietary Guidelines for Americans (www.health.gov/dietaryguidelines), including in

particular the following:

- 1) Price/Portion Book. Prior to the start date of service, Licensee shall provide to the FM a complete price/portion book for the account (e.g., hamburger: list patty size and selling price; ham sandwich: list ounces of meat, toppings included, and selling price).
- 2) Price/Calorie Count Display. During each serving period, easy-to-read menus with prices and calories per serving shall be prominently displayed for the information of patrons. Additional nutritional information must be made available, in written form, on request. All customer signage, menus, etc. must be printed (no handwritten signs are allowed), or approved by GSA. All signs to be affixed to building services with painters tape, or as approved by GSA.

Temporary menu items appearing on the menu for less than 60 days are exempt from calorie and nutritional information requirements.

Electronic boards and Licensee-sponsored web pages with menu and related information are encouraged.

No menu changes shall be in effect until written approval has been given by the FM and the RCM. Licensee shall provide to the FM and the RCM, a brief statement of cause (such as poor sales demonstrated by the Monthly Profit and Loss statements or increased costs documented by supporting proofs (competitor pricing comparisons, supplier invoices, etc.)) with the proposed new menu, prices, and portion information, compared to current. The approved menu change will take effect after providing a two-week notice to the patrons of the menu change along with a brief statement of cause, the new menu prices, and portion information.

6 C. Equipment and Utensils Provided by Licensee (EXHIBIT 7B).

All required equipment and utensils not provided by the Government under the provisions of Section 7 (Responsibilities of the Government) shall be provided by Licensee. Licensee shall replace such equipment and utensils when necessary because of loss, wear, breakage, or obsolescence. Equipment and utensils provided by Licensee shall be of a quality in keeping with that provided by the Government as determined by the FM and RCM. Licensee shall provide all necessary food service equipment and utensils of the general character listed below and replace such equipment and utensils when necessary because of loss, depreciation, or obsolescence. Licensee is to purchase and use Energy Star Rated equipment in the performance of this License.

Partial List of Necessary Licensee Supplied Food Service Equipment and Utensils:

- 1) Cash registers
- 2) Condiments
- 3) Containers and cans, all types
- 4) Dispensers, napkins
- 5) Inserts for steam table and counters
- 6) Machines, office and cash handling
- 7) Menu boards, letters, price markers
- 8) Racks, dish machine and storage
- 9) Safe
- 10) Salt & Pepper
- 11) Scales, food preparation
- 12) Sharpeners
- 13) Trash receptacles (Back of House/Kitchen Area)

- 14) Trays
- 15) Tableware (China, cutlery, glassware etc.)
- 16) Utensils and kitchenware
- 17) Computer
- 18) Telephone
- 19) Vehicles
- 20) Mobile Food Stand/Cart
- 21) All other kitchen small wares to meet License requirements

Disposable products provided by Licensee shall include products that are petroleum-free, contain post-consumer recycled content, and are processed chlorine free. All disposable products must be “compostable” and compatible with the recycling/compost system that will be or is in use within the building. The use of disposable chinaware (including plates, cups, and bowls) constructed of Polystyrene Foam is prohibited. The Licensee shall comply with local laws in regard to single use plastic bags and other items used in service provision.

All items provided by Licensee shall be of good quality, suitable for the purpose of their intended use, and consistent with the quality of the various items provided by the Government. All equipment furnished by Licensee shall be subject to approval of the FM and RCM.

Licensee shall provide, at his/her sole expense, a complete Point of Sale (POS) system to include the acceptance of patrons’ credit and debit cards in an expeditious manner. The Licensee is responsible for establishing telephone and/or internet services, to facilitate the credit card transactions. GSA will provide cabling from the building demarc to the cafeteria space. The POS system must have capability of providing and maintaining an accurate inventory and itemized pricing for named and categorized items purchased and sold (ex: Entrée, Deli, Salad Bar, and not just “item”, as detail). Licensee is encouraged to provide an electronic menu board and establish an on-line menu and ordering system.

Licensee shall provide, at his/her sole expense, all telephone and data lines/cabling for food service operations. The Licensee shall coordinate directly with the local service provider to establish service and is responsible for all monthly service invoices. Should the Licensee require any alteration/re-routing or modifying of existing telephone and data lines/cabling, Licensee shall request such modification from respective building management/facilities management representatives. If Licensee’s request is acceptable to GSA, Building Management/Facilities Management will perform alterations regarding all telephone and data lines run within each (the) building.

Licensee shall provide submittals and samples for approval by the FM, of all menu boards, signage, trash receptacles and other highly visible items such as plates, cups and food utensils, including dishes and silverware prior to placement. It is a requirement of this License that such items be aesthetically consistent with the Café/dining design elements. This requirement shall remain in effect throughout the entire term of the License. Installation and placement of approved menu boards, signage, trash receptacles and decorative items are Licensee’s responsibility.

Trash receptacles shall be of hard, non-toxic, plastic material for the kitchen and back of the house receptacles, and should be securely covered. Single-service plastic liners shall be used in conjunction with these receptacles. All trash containers will be provided with self-closing swing tops. A sufficient number of receptacles must be strategically placed to accommodate the daily requirements and emptied as soon as they become full.

Licensee should maintain a physical inventory of all Licensee-owned equipment on site. All Licensee-owned equipment shall remain the property of Licensee.

Additional Equipment: The Licensee may submit a wish list of equipment to support the success of the Café operation and it shall be shared with the government FM/FCO. All requests will be reviewed and are subject to the availability of government funds and not guaranteed to be provided by the government at any time,

6 D. Sanitation and Quality.

Licensee shall serve quality food, under clean and sanitary conditions, in accordance with the provisions and recommendations contained in the most recently published FDA Food Code, U.S. Public Health Service publication. All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemishes. All foods when served shall be attractive in appearance and correct in temperature and consistency. To the degree feasible and available, Licensee will purchase food that is produced locally (within a 100-mile radius) and regionally (within a 300-mile radius). To the degree that certified organic products can be offered at market comparable prices (financially sustainable), they should be available on the menu.

Licensee will use the following specifications as a guide when purchasing food products:

- 1) Meat
 - a) Beef: U.S. Department of Agriculture (USDA) Choice
 - b) Pork: USDA Number 1
 - c) Veal: USDA Select and Choice
 - d) Lamb: USDA Choice
 - e) Poultry: USDA Grade “A” for all graded fresh or frozen poultry and poultry products as a minimum specification
- 2) Seafood
 - a) Offer fish/seafood that has been responsibly harvested; <http://www.fishwatch.gov>
- 3) Dairy
 - a) Eggs: Fresh USDA or State Grade “A”
 - b) Butter: USDA Grade “A” (92) Score
 - c) Cheese: USDA Grade “A” for all graded cheeses
 - d) Milk and milk products: USDA Grade “A” Fresh
- 4) Produce: USDA Grade “A”
- 5) Dry Stores: Grade “A” Fancy
- 6) Canned goods: Grade “A” Fancy

Licensee is encouraged to follow the requirements of the 6/2/2015 Presidential Memo, entitled: “Creating a Preference For Meat & Poultry Produced According To Responsible Antibiotic Use Policies”, to the extent feasible and cost effective. See EXHIBIT 12.

Licensee may be asked to demonstrate to the RCM that it has attempted to identify suppliers of organic and locally-grown products and cost effective sources for meat and poultry produced according to responsible antibiotic use policies. More information about the certified responsible antibiotic-use standard, including a list of certified responsible antibiotic-use poultry producers, is available on USDA's website: (<http://www.ams.usda.gov/services/auditing/crau>).

To the maximum extent practicable, Licensee shall avoid adding products to the menu that contain high fructose corn syrup, modified corn starch, and other similar additives, as well as products including preservatives.

Products purchased must meet the sodium level recommended in the 2015 and all subsequent revisions of U.S. Dietary Guidelines for Americans. If such products are not available in the marketplace, alternative products should be used and may include fresh prepared products.

Freshly prepared menu items (soups, entrees, side dishes, salads, etc.) are highly desirable.

All employees assigned by Licensee to perform work under this agreement shall be physically able to do their assigned work and in compliance with all Food Code and food handler's licensing and permit requirements. The current Food Code, U.S. Public Health Service, ServSafe processes, and all local codes and regulations relating to food service sanitation and procedures, shall be adhered to by Licensee.

Licensee shall develop and implement a Quality Control Plan which will include regular routine self-inspections, monthly employee training that covers cleaning and emergency procedures. The procedure shall be based on the seven basic principles as outlined in ServSafe and in the Food Code. The Plan must be a written document for controlling and monitoring the following food processes:

- 1) Cooking
- 2) Hot-holding
- 3) Cold-holding
- 4) Cooling
- 5) Reheating
- 6) Refrigeration and storage of potentially hazardous foods
- 7) Cleaning and sanitizing of food contact surfaces
- 8) Emergency conditions and COVID type condition procedures
- 9) Health hazard and communicable disease procedures and reporting

All Quality Control Plan documents must be approved prior to commencement of service and shall be kept on file and made available for review by the FM and RCM, upon request.

Any suspected outbreak of human illness, whether involving employees or visitors, is to be reported immediately to the Government (RCM and FM) and as required under the Food Code and food handler's license and permit requirements. A suspected outbreak of human illness results when two or more persons have common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

6 E. Personnel and Supervision.

- 1) Licensee shall employ sufficient personnel to maintain sanitary conditions and to provide prompt and efficient service at all times and ensure service wait times are minimalized. All employees shall be sober, conscientious, neat, and courteous. Licensee must at all times provide an adequate number of food service employees to perform the varied and essential duties inherent to a successful food service operation and employees shall be fully capable of performing the type of work for which they are employed.
- 2) Licensee shall employ a full-time Food Service Manager (Manager) and will have a supervisor (designated "person in charge," with a Food Protection Manager certification) onsite. The Manager will be expected to effectively oversee the day-to-day operational supervision of personnel and training, execution of Licensee's proposal, menu planning, purchasing, cost control, sanitation, customer satisfaction, etc. The Manager must be on-site when the Café is open for the entirety of this License.

- 3) A back-up Manager shall also be identified and prepared to take on the duties as described above.
- 4) The Manager and back-up Manager must be certified Food Protection Managers as defined in the 2013 U.S. Food and Drug Administration (FDA) Food Code. At least one certified “Food Protection Manager” must be present when either Café location is operating.
- 5) The Government reserves the right to approve the person selected as Manager and back-up Manager. Upon 30 day’s written deficiency notice from the FM that the Manager has been found to be unacceptably deficient in his/her responsibilities overseeing Staff and/or enforcing proper FDA Food Code operating procedures, the Licensee will replace its Manager.
- 6) A representative of Licensee (e.g., District Manager, owner, company principal, etc.) shall visit the facility periodically and conduct a health and sanitation inspection independent of the operator’s inspection. Inspection findings shall be made available for review by the FM and/or RCM, upon request. A representative of executive status (e.g., Vice President) shall visit the facilities to address significant matters requiring attention upon 48 hours’ notice from the Government.
- 7) Food service staff will be required to maintain their Food Handler’s certifications current, as required by State and local authorities. The current certifications should be available for inspection at all times.
- 8) Licensee’s personnel must be able to communicate sufficiently to carry out all duties assigned to them and to communicate with customers.
- 9) Licensee’s employees shall wear a distinctive item of clothing such a badge, cap, arm band, blouse, or uniform as a means of identification during the time they are in the building. Licensee’s employees shall wear proper uniforms, including hair/beard nets and/or head/covers during the time they are performing their duties in the building. Legible nameplates identifying each employee shall be provided by Licensee and displayed as part of the uniform.
- 10) Licensee’s employees shall wear clean outer clothing to prevent contamination of food, equipment, utensils, linens, and single-service and single-use articles.
- 11) In order to maintain a high quality food service operation at all times, Licensee must provide adequate, trained relief personnel (management and staff) to substitute for absent regular employees.
- 12) Licensee is required to schedule a monthly employee training program that will continue for the duration of this License, and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency, customer service, and sanitation excellence. Licensee must keep on site a record of training attendance and subject-matter covered for Government review.
- 13) Licensee shall require his/her employees to comply with such instructions pertaining to conduct and building regulations as are in effect for the control of persons in the building, or as may be issued for that purpose by Government representatives. All employees must be cleared through HSPD-12 Government security clearance procedures in accordance with EXHIBITS 13A-D. Note: For all security clearance paperwork (ROCAL, etc.) the “contract number” for this License is referred to as: “SAMPLE- TBD”
- 14) All articles found by Licensee, Licensee’s agents or employees, or by patrons and given to Licensee, shall be turned in to the Building Manager’s office as lost and found items.

15) In addition to the above, Licensee is responsible for:

- a) Ensuring that all employees have a Licensee Government Identification Badge before they report for duty. The FM will advise Licensee on procedures for obtaining clearances.
- b) Returning badges to the FM as employees are dismissed or terminated, and/or when the License expires.
- c) Ensuring that employees wear their badges properly at all times while on duty, and show them upon request.
- d) Ensuring that employees make themselves available to pose for new photo identification badges when original badges expire. The schedule for obtaining new badges is to be determined by the FM.

6 F. Composting/Recycling.

- 1) Licensee shall participate and integrate with the recycling and composting program (i.e., cardboard, aluminum, plastic, glass, and metal cans used in food preparation and discarded by customers) operated by the Government in the specific Buildings associated with this License. Licensee shall work in conjunction with the Government to collect food waste for composting, including waste created during food preparation and collected from returned serving trays. Licensee is responsible for the collection, separation, and transportation of recyclables to the dumpsters in the loading dock, or to another location as determined by the Building Manager. All disposable products must be compatible with the recycling system that will be or is in use within the buildings. The use of disposable chinaware (including plates, cups, and bowls) constructed of polystyrene foam is prohibited. Licensee shall promote the recycling effort via appropriate signage and other customer education efforts.
- 2) In an effort to reduce paper usage, Licensee shall provide a monetary savings incentive for any customer who uses his/her personal coffee cup. Licensee shall also provide reusable cups/mugs for purchase at a discount rate (ie: With purchased cup/mug, coffee refill cost will be discounted). This program shall be advertised via appropriate signage. This requirement is subject to COVID-19 and other CDC directives that may be in effect and will not apply during such time as use of personal, reusable cups/mugs is prohibited or restricted.
- 3) Licensee shall collect, store, and recycle grease and cooking oils. The containers and surrounding spaces are to be kept clean and orderly by Licensee. Licensee shall be responsible for the proper storage and marking of containers of grease and cooking oils. Kitchen grease will be collected in containers that are waterproof, vermin-proof, covered, and well-labeled to indicate container contents.

6 G. Licensee-Performed Maintenance And Repairs.

Licensee shall, except as otherwise provided herein, adjust, clean, and provide daily operational maintenance (daily cleaning of filters, removal of daily grease, sanitizing of touchpoints and Licensee equipment, etc.), to maintain in a satisfactory condition, all equipment used under the License, regardless of whether provided by the Government or by Licensee. Licensee shall advise GSA of equipment repairs or replacements needed on GSA equipment as soon as known, and Licensee shall perform repairs or maintenance required on Licensee owned equipment:

- 1) “Equipment” is defined as a self-contained mechanical item, such as a toaster, stove, oven, exhaust hood, refrigerator, etc. A “utensil” is defined as a (generally) portable item; such as pots, pans, spoons, trays, serving and storing containers, etc. The Government shall not be responsible for

repair or replacement of equipment or utensils provided by the Licensee. Licensee is to keep a log of all repairs performed. Licensee may be responsible for all repair costs in their entirety, should Licensee fail to clean and provide daily operational maintenance or deliberately damage the GSA owned equipment. Licensee is responsible for the care and inventory control of all GSA provided equipment, cookware and smallware. GSA must approve all equipment brought into or removed from the building.

- 2) Licensee shall immediately notify GSA of the need to perform these repairs whenever equipment begins to break down or operate at less than 100% efficiency. Any delay in notifying GSA timely of needed equipment repairs, which results in further damage to the equipment will factor into review of exercise of the next option period. Repairs on food service equipment covered by a warranty or guarantee agreement shall not be initiated without the prior approval of the FM.

6 H. Cleaning and Janitorial Services.

- 1) Licensee agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the Café areas and food service equipment within its areas of responsibility in a clean, orderly, and sanitary condition at all times, as detailed below. In connection with the performance of this License, Licensee shall not use any material which the Government solely determines would be unsuitable for the purpose or harmful to the surfaces to which it is applied.
 - a) Licensee shall be responsible for complying with GS-42 Green Seal Environmental Standard for Cleaning during the term of this License. Green Seal's mission is to work towards environmental sustainability by identifying and promoting environmentally responsible products, purchasing and production. Before beginning work Licensee shall submit to the FM the brand name or manufacturer of any material proposed for use in connection with the work of this License.
 - b) Any material which the FM determines would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied, may be rejected. All chemicals used for the purpose of cleaning shall be non-toxic and non-hazardous. Safety Data Sheets (SDS) for all products used shall be placed on site prior to the start date of the License. SDS's shall be maintained on site and updated as required.
- 2) Equipment used in the performance of cleaning and janitorial services shall be of the type, and of sufficient capacity, to assure high quality work, and shall meet with the approval of the FM.
- 3) Licensee shall be responsible for the cleaning and maintenance of the "non public" areas of the kitchen, including: kitchen, storage, work and serving area; including all counters, equipment, floors, walls, doors, interior window glass and ceilings (including the ventilation supply and exhaust registers and grills). Licensee shall maintain the "public" serving and dining area floors in a clean, spillage-free condition, and regularly bus tables and the dining area, during service hours. Licensee shall clean the microwave ovens in the dining area and toasters daily, and leave the dining room floor in a "broom clean," spillage-free condition after service hours.
- 4) Licensee shall collect all trash associated with the operation and remove it to a designated trash container as approved by the FM. The Government will be responsible for the removal of the trash from the building.
- 5) The Government shall be responsible for the daily cleaning of the public serving area floors that are considered "public," patio and atrium floors, all exterior windows, ledges, and frames, both inside

and out, as well as the floors in the dining area, including dining room furnishings, but not limited to, table bases, chairs, booths, counters, tray carts, and trash collection stations.

- 6) Failure to maintain any of the facilities in a clean and sanitary condition may result in the withdrawal of the privilege of using such facilities, or the FM may have the facility cleaned by other means with the cost charged to, and borne by, Licensee.

6 I. Security Areas.

Licensee shall be responsible for the security of all areas under the control and/or jurisdiction of Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, that windows are closed, lights and fans turned off, and doors locked when the facilities are closed. GSA shall have access keys to all premises areas, available for emergency use. Copies of any keys not provided to Licensee by GSA are to be provided to GSA FM and the O & M contractor. The Licensee is required to follow the building's OEP and shall have a fire warden for each location.

Licensee is responsible for ensuring that employees shall not express, repeat, comment upon, disclose, or use in any way any information seen, observed, or derived from documents or conversations of a sensitive or confidential nature overheard by them in the performance of their duties. Licensee shall comply with and assume responsibility for compliance with this provision by its employees.

6 J. Hazardous Conditions.

Licensee shall be responsible for identification, prevention of, and/or clean-up of unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent, or representative of Licensee, Federal employee, or other patrons of the food service facility and shall be applicable to any portion of the facility that is under the jurisdiction of Licensee.

- 1) Hazardous Conditions: Licensee is responsible for identifying any hazardous conditions that may develop in the space assigned to him/her, and shall immediately notify the FM of the condition. The Government does not warrant or guarantee that no other possible safety hazards exist.
- 2) Compliance with OSHA: Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of Licensee employees and sub-Licensee employees performing the requirements defined in this License is exclusively the obligation of Licensee. The Government will assume no liability or responsibility for Licensee's compliance or noncompliance with such requirements.

6 K. Liability.

The Government will not be responsible in any way for damage or loss caused by fire, theft, accident, or otherwise to Licensee's stored supplies, materials, or equipment, or the employees' personal belongings. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to the FM immediately.

6 L. Occupant Emergency Program.

Licensee shall notify the respective Building Fire Command Station, in the event of fire. All of Licensee's employees shall be organized and trained to participate in Fire and Shelter in Place (SIP) drills, including the reporting of fires. This shall be accomplished with the cooperation of the FM and the use of the Occupant Emergency Plan, a self-protection plan developed in accordance with GSA guidelines. A copy of

this plan is available in the Building Manager's office.

6 M. Information Access.

The General Services Administration (GSA) or its duly-authorized representative shall, until the longer of (a) three (3) years after the term of this License, or (b) the period required by law, have access to, and the right to examine, any documents, books, papers, and records involving transactions related to this License.

6 N. Pest Control.

Licensee shall be responsible for an integrated rodent, insect, and other pest control within the Premises, and shall take all reasonable care to ensure that all other areas of the Courthouse are not affected by problems with rodents, insects or other pests originating in the Premises. In an effort to maximize the effectiveness of GSA's and the Licensee's pest control programs, to the greatest extent practicable, GSA's and the Licensee's pest control activities will be coordinated. At the request of GSA, the Licensee will provide information concerning the pesticides and chemicals used in the control process. GSA has the right to deny the use of certain pesticides and chemicals that it considers detrimental to the health and/or safety of the building's visitors and occupants.

7. Responsibilities of the Government.

7 A. License to Operate the Facility.

The Government agrees to grant to Licensee, for the stipulated period, and subject to the agreement and conditions herein, the right to: Establish food service facilities at the: Alfonse M. D'Amato Courthouse, One Central Islip, Central Islip, New York, as described herein and in connection therewith to prepare and sell food, nonalcoholic beverages, and such other products as the Government may authorize.

7 B. Space.

At the beginning of the License period, the Government will provide space for operations under the agreement, as indicated, and thereafter such space as it may deem necessary or desirable. The Government will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Government will, as it deems necessary, provide space heating, space lighting, ventilation, utilities, and an Integrated Pest Management program. In addition:

- 1) The Government will make improvements and alterations as deemed necessary to prepare or recondition assigned space for its intended purpose, including improvements and alterations necessary to conform to applicable sanitary requirements.
- 2) The Government will maintain and repair building structure in areas assigned for Licensee's use, including painting, maintenance of gas, water, steam, sewer, and electrical lines, main building ventilation, and life safety systems (including the exhaust hood fire suppression system). The Government will maintain the electrical lighting fixtures (including relamping ceiling lamps, excluding lamps inside the refrigerators and kitchen equipment); floors and floor coverings; and walls and ceilings. Licensee shall bear the expense of repairs necessary because of negligence on the part of Licensee or Licensee's employees.
- 3) At its own expense, the Government shall provide, install, and permit Licensee to use the equipment listed and additional equipment of a similar type when required for expansion approved by the FM

or RCM. Equipment no longer needed for the food operations may be withdrawn by the FM or RCM. The Government will replace equipment which it has provided, as it deems necessary, subject to adequate maintenance and repair of equipment by Licensee as required in Section 6, Responsibilities of Licensee.

7 C. Government-Owned/-Furnished Equipment.

The Government will furnish for Licensee's use equipment which may include the following: See EXHIBIT 7C.

8. Transitioning-In Period.

The Government/Licensee shall provide transition startup services prior to the License start date to assist transitioning between Licensees, if applicable, and address technical needs.

The purpose of this transition-in period is to permit a transition that is seamless to the tenants and to assess the condition of the Café and incomplete maintenance work at the time of Licensee transition. During this period, the Licensee must:

- 1) Present any equipment specifications for GSA approval, renovation/facility change needs and plans to the GSA Building Manager for approval and coordinate all work to install and hook up Licensee equipment and test functionality;
- 2) Develop a preventative maintenance plan. Licensee is responsible for all Licensee equipment related repairs and maintenance;
- 3) Inspect the condition of all equipment or which Licensee will assume responsibility for;
- 4) Review equipment inventory information;
- 5) Develop the initial deficiency list report; and
- 6) Provide the Government with a list of equipment/utensils it will provide.

The new Licensee is encouraged to cooperate and observe the operations of the operator phasing out, for a requested minimum of 10 working days, to the extent feasible.

Licensee and the FM must make a complete and systematic initial inspection during the startup period of the new license to include an inspection of the major and minor equipment for which maintenance and repairs are covered by this Statement of Work. The purpose of this inspection shall be to discover and create an initial deficiency list that identifies all deficiencies that may exist for equipment covered by this Statement Of Work. Licensee may submit an itemized price list (including, but not limited to, labor, materials, overhead, and profit) for correcting each deficiency. The Government may elect to have all or any part of this work performed by Licensee (at the price or prices quoted) or may elect to have repairs made by another contractor. The deficiency list must not include any items that would be replaced, repaired, or adjusted during the performance of normal preventive maintenance. Licensee shall be responsible for making immediate adjustments or corrections that fall within the scope of routine preventive maintenance required by this License at no additional cost to the Government.

The GSA Building Manager's Office shall address any latent deficiencies with regards to the equipment and space brought to their attention in writing within 30 days of the signing of the Licensing Agreement by the GSA Licensor. All repairs that are needed are subject to the government's availability of funds. Any dispute between the Government and the Licensee as to the classification of a deficiency will be determined by the RCM. The Licensee's itemized estimates for correcting each deficiency must remain in effect for one hundred twenty (120) days after submission of the initial deficiency list. Deficiencies discovered after the submission of the initial deficiency list will not be considered pre-existing for purposes of this License.

9. Transition Out Period.

When this License expires or is otherwise terminated, Licensee must cooperate with the incoming awardee/Licensee, during a transition-out period. For planning purposes, Licensee must assume a transition-out period of Ten (10) working days.

During this transition-out period, Licensee must assist the GSA Building Manager's Office or designee, as well as the incoming awardee/Licensee. Licensee, to ensure that there is a seamless operation and maintenance transition with no adverse effects on the building tenants; and provide the successor awardee/Licensee, with access to all records and official documentation (both hard copy and electronic, as applicable) required by this License.

10. Rights and Authority of the Government.

1) Approval.

- a) Subject to the detailed provisions specified in this License, menus, recipes, the quality of food and services, prices charged, the type, quantity, and condition of equipment, and all other phases of operations shall be subject to the review and approval of the FM and RCM at all times.

2) Public Space.

- a) The Government reserves the right to use dining areas and other public spaces not being used for normal Café operations for meetings of Government employees or other assemblies, provided that after each use the space will be cleaned and rearranged without expense to Licensee.

11. Restrictions.

11 A. Equipment.

Unless otherwise permitted by the FM or RCM, Licensee shall not install and/or operate any unauthorized piece of equipment or remove any Government-owned equipment from the premises (except for repair).

11 B. Patronage.

Since the Food Service Facilities to be provided hereunder are primarily for the benefit and convenience of Federal employees, patronage from other sources may be regulated by the Government.

11 C. Weekends and Holidays.

No work shall be performed on weekends or Federal holidays without prior approval of the FM.

11 D. Facilities.

The physical facilities made available to Licensee under this License shall not be used in connection with operations not included in the License. Conversely, however, Licensee may, if desired, utilize centralized food preparation and storage sources located elsewhere from which distribution is made to the facility

operated by this License. Prices charged to the operation for items obtained from these sources shall not exceed the actual cost of procurement and/or storage, preparation, and distribution.

Government property shall be used for official Government business only in the performance of this License. Licensee or Licensee's employees will not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.

11 E. Termination.

The Government shall have the right to terminate this License at any time during the term hereof on thirty (30) days' written notice to Licensee by email or notice to its principal place of business, by first class and certified mail.

The Government must provide written notice of any deficiencies to Licensee. Correction is required within five (5) full working days of such written notice, unless such deficiencies jeopardize the health, safety or welfare of patrons. Deficiencies that jeopardize the health and safety of patrons must be immediately cured or license may be immediately terminated.

This Agreement may also be terminated by the FM or RCM, upon no notice, in the event the FM or RCM, determine that termination is necessary to protect the public health, safety, or welfare.

Licensee shall have the right to terminate this License. Licensee must provide thirty (30) days written notice to terminate.

Notice to the Government will be to the FM and RCM, by Email and 1st class and Certified Mail, Return Receipt Requested and by email, to the official government address of the same.

11 F. Survival of Licensee Liabilities.

In all instances, the revocation, expiration, or termination of this License shall automatically act to terminate and revoke the License without any further action required by the Government. All liabilities of Licensee shall survive the revocation, expiration, or termination of this License.

11 G. Insurance Requirements.

- 1) Licensee shall, at its own expense, provide and maintain during the entire performance of this License, the kinds and minimum amounts of insurance required below or as required by law (ie: Workers Compensation insurance).
- 2) Before commencing work under this License and no later than 30 days before an Option exercise period, Licensee shall notify the FM and RCM in writing:
 - a) That the required insurance has been obtained, and is in full force and effect;
 - b) Submit proof of insurance coverage for a period of no less than one year;
 - c) Provide proof of premium payment;
 - d) Provide proof of annual insurance coverage renewal, and paid status for all option periods.
- 3) The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

- a) For such period as the laws of the State or territory in which this license is to be performed prescribe; or
 - b) Until 30 days after the insurer or Licensee gives written notice to the FM and RCM, whichever period is longer.
- 4) Licensee shall insert the substance of this clause, including this paragraph (c), in contracts/subcontracts under this License that require work on a Government installation and shall require contractors/subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the License. Licensee shall maintain a copy of all sub-vendors' proofs of required insurance, and shall make copies available to BM and RCM, upon request.
- 5) General Liability insurance coverage written on the comprehensive form of policy is required in the amount of \$500,000 per occurrence for bodily injury, \$50,000 per occurrence for property damage.
- 6) Each insurance policy required under this License, other than Workers' Compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this License. The insurance carrier is required to waive all subrogation rights against any of the named insured.

11 H. Miscellaneous.

The failure by the Government to insist upon the strict performance of any covenant or obligation to be performed by Licensee under this License or to exercise any right or remedy consequent upon a breach of this License will not constitute a waiver by the Government of any right or remedy consequent upon a breach of such covenant or obligation.