Project Agreement
for
National Institute of Standards and Technology
Food Services Contract
June 7, 2000
52SBNB0C1039

I. BACKGROUND AND PURPOSE

The National Institute of Standards and Technology (NIST) has a need for food services for its facility located at 100 Bureau Drive, Gaithersburg, MD 20899.

The contractor shall establish and operate the cafeterias, buffet and vending facilities as described below for the purposes of dispensing food, non-alcoholic beverages and other such items as may be authorized by the contracting officer, in accordance with the terms, conditions and attachments specified herein.

The cafeterias are to be operated for the benefit of approximately 3,000 full-time permanent, part-time, and other employee classifications as well as guest researchers employed at the National Institute of Standards and Technology (NIST) site and approximately 10,000 – 14,000 conference attendees annually.

II. AUTHORITY

This Project Agreement is authorized by the Contracting Officer and is identified as a requirement under the responsibility of the Services Team Leader in the NIST Contracts Office.

III. PROJECT OBJECTIVE

The objective of this acquisition is to select a Contractor who shall establish and operate, effectively and efficiently, the food services facilities described herein. The Contract term is for a period of five (5) years with two (2) additional five (5) year option periods.

A. APPLICABLE DOCUMENTS

The Contractor is responsible to acquire the following documents which are relevant to this procurement. The Government believes these are the most current cites, however, any superseding documents shall be the prevailing standard. Copies can be viewed at NIST in Room B117, Building 301.

1995 USPHS Food Code Manual
Public Health Service Publication No., (FDA) 78-209 1, the Vending of Food and Beverages

41 CFR 10 1-20.3, regarding standards of conduct

29 CFR 1910, OSHA's General Industry Standards
Food Service Sanitation Manual, Public Health Service, Publication No. 78-2081

Federal Acquisition Regulations

Randolph Sheppard Act

Department of Labor Wage Determinations

B. REQUIREMENTS:

1. FOOD SERVICE PROGRAM

The Contractor's food service program for NIST shall consist, at a minimum, of a daily breakfast service and a daily luncheon service, Monday through Friday in the Building 101 and 301 locations.

a. Facilities

The areas and building locations where services are to be provided are:

1.) Main Cafeteria, Building 101, C wing, first floor and basement, seating capacity approximately 600.

2.) Buffet - located in Building 101, C wing, first floor; seating capacity approximately 96.

3.) Private dining rooms (3) - located in Building 101, C wing, first floor. Seating capacity approximately 54.

4.) Small cafeteria - located in Building 301, B wing, seating capacity approximately 109 (including vending area).

b. Hours of Operation

Cafeteria services shall be provided 5 days per week, Monday through Friday, except on Federal Government observed holidays. Core business hours for NIST employees are from 8:30 a.m. to 5:00 p.m. and flexible schedules range from 7:00 a.m. to 6:00 p.m..

1.) Currently, hours of operation are:

Main Cafeteria – Building 101:	7:30 a.m. to 2:45 p.m.
Breakfast	7:30 a.m. to 9:30 a.m.
Morning break	9:30 a.m. to 11:00 a.m.
Lunch	11:30 a.m. to 1:30 p.m.
Afternoon break	2:00 p.m. to 2:45 p.m.
Buffet - Building 101:	11:30 a.m. to 1:30 p.m.
Small Cafeteria – Building 301:	6:30 a.m. to 2:45 p.m.
Breakfast	6:30 a.m. to 8:30 a.m.
Morning break	9:30 a.m. to 10:30 a.m.
Lunch	11:30 a.m. to 1:00 p.m.
Afternoon break	2:00 p.m. to 2:30 p.m.

2.) All hours may be adjusted to suit the requirements of NIST. Evening meals, Saturday service, emergencies, luncheon meetings, and special services or functions may be required periodically. Any request for modifying the hours or days of service shall be submitted for approval of the COTR.

3.) An informal survey of the NIST population was conducted in April and May, 1999, in the form of individual interviews and focus group meetings, to determine food services preferences. The result was a preference for a cafeteria facility similar to what currently exists.

c. Cafeterias

1.) The Government does not guarantee any amount of usage for this service. The contractor is encouraged to develop services consistent with competitive practices in the private sector (e.g., special promotions and incentives). Strong area competition impacts employee patronage. See Exhibit III for a history of monthly sales.

2.) Coffee and doughnuts shall be provided upon request to conference rooms, meeting rooms and other areas throughout NIST.

3.) Current Breakfast Profile: Menu includes a basic combination of healthy food selections including juices, milk, fruit, cereals, nuts and grains, rolls and pastries. Buffet and short-orders feature traditional breakfast selections including eggs, breakfast meats, potatoes, toast and assorted breads, and condiments.

4.) Current Lunch Profile:

ITEM/LOCATION	Bldg. 101	Bldg. 301
Soups	X	X
Entrees	X	X
Vegetables	X	X
Desserts	X	X
Lunch Specials	X	X
Delicatessen/Sandwich	X	X
Grill Items	X	X
Beverages	X	X
Salad Bar	X	X
Pasta Bar	X	
Healthy Foods Bar	X	X

5.) During each serving period, easy-to-read menus with prices listed shall be prominently displayed for the information of patrons. Menus shall be posted at or near the cafeteria entrance as well as near the serving lines.

d. NIST Lunch Club

For the daily buffet, the Contractor shall accept payment in cash, valid credit cards to include, but not limited to Visa, Master Charge and American Express, and valid authorizations for use of special

Government and non-government charge accounts. The contractor shall offer limited selections in usage-based quantities, combinations, and cuisine, which include soup, entree, vegetable, salad bar, and hot and cold beverages for a complete meal.

The menu for the Buffet will be selected in conjunction with the COTR or the designated representative of the COTR.

e. Conference, Symposia, Special Meetings

1.) The conference program attracts 10,000 to 14,000 attendees annually for as many as 125 individual conferences. Each event requires coffee and lunch service and may require breakfast and/or dinners. Time for these events may be varied and service may be required during evening or weekend functions.

2.) Alcoholic beverages, furnished by NIST, may be included for special occasions with prior approval of the Chief, Facilities Services Division.

3.) Group size can vary from 20 to 900 people and require a variety of services. Smaller conference attendees shall use the main serving line for lunch while the back-up serving line is reserved for and shall be used for larger groups. At times, multiple activities shall run simultaneously and each shall require food service.

4.) Special meals, conference lunches and served lunch or buffet may be required for groups from 5 to 80 in one or more of the special function rooms.

5.) Menus, pricing, and unique arrangements shall be determined prior to the scheduled event through discussions with the COTR or designee.

2. CATERING

a. The Contractor may provide catering services on an “as needed” basis during the term of this contract including any extension thereto. Menus, competitive pricing and unique arrangements shall be determined prior to the scheduled event through discussions with the COTR or designee.

b. The contractor may use the cafeteria and buffet dining room to cater private parties and official agency functions before and after luncheon hours. The Government does not guarantee any amount of usage for this service.

c. The Contractor is responsible for promoting its catering services within the NIST campus. No promotions for services offered within NIST are allowed outside of the campus and no promotions for services offered outside the campus are allowed inside NIST facilities.

3. VENDING MACHINES

a. The COTR controls vending machine installation, removal and sponsorship based on utilization and employee convenience.

b. There are 31 vending machines located in the buildings listed in this section. The machines are supplied and maintained by vending contractors. These machines serve canned cold beverages, candy and snacks.

Building	Food Service Contractor	Rehabilitation Services	Total
101		4	4
202	1		1
220		2	2
221		2	2
222		2	2
223		2	2
224	1		1
225	2		2
226	2		2
233	2		2
235	1		1
301	4		4
302	1		1
303	2		2
304	2		2
411	1		1
Total	**19**	**12**	**31**

c. The above numbers and type of vending machines are given for information only. Installations, removals and re-location shall be made at the direction of the COTR.

4. SECURITY

a. The Contractor shall be responsible for background checks on each of its employees working in the NIST food service operations, to be conducted by the DoC Office of Security at a cost of approximately $70 per employee.

b. NIST agrees to provide the Contractor and its employees with ID badges, to be worn at all times, and vehicle passes. The ID badges are processed through the NIST Office of Security and issued by the Police Services Group, Facilities Services Division. The Police Services Group issues vehicle passes.

c. The Contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period, all government facilities, equipment and materials shall be secured.

d. The Contractor shall establish key control procedures and implement methods of making sure all keys issued to the contractor by The Police Services Group are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by NIST. The contractor shall immediately report to the COTR or Contracting Officer any occurrences of lost or duplicated keys.

5. SANITATION AND QUALITY

a. The Contractor shall operate its food services in a clean and sanitary manner and serve quality food in accordance with the provisions and recommendations contained in the documents identified in the Applicable Documents section of this contract.

b. The Contractor shall take steps to ensure that:
   1. All food served is wholesome, free from spoilage, adulteration and misbranding and safe for human consumption.
   2. All food is attractive in appearance and served at the proper temperature and consistency.

c. To facilitate the maintenance of sanitary conditions throughout the buildings served, the Contractor shall sell take-out beverages and liquid foods in disposable containers with disposable tops or covers.

6. JANITORIAL CLEANING

The Contractor shall be responsible for establishing and implementing a quality-cleaning program to maintain all of the spaces provided to the Contractor under this contract.

7. TRASH REMOVAL

The Contractor shall be responsible for regular, timely removal of garbage generated by food services. A Dumpster shall be provided for the Contractor's use. A recycling program should be included in the Contractor's submission. Trash should be emptied on a daily basis.

8. PEST CONTROL

The Contractor shall be responsible for pest control in the food service facilities. Pest control shall ensure proper, sanitary, and non-hazardous removal of any insect or rodent presence that may occur in the food service facilities.

9. EQUIPMENT INVENTORY

The Contractor shall provide the Contracting Officer's Technical Representative (COTR) with an inventory list containing the name of the manufacturer, brand and intended use of all materials that he/she proposes to use in performance of this work (see Exhibit I for a representative list). In addition, the Contractor shall indicate those materials containing hazardous substances and provide Material Safety Data Sheets for the materials so indicated.

10. OPERATING EXPENSES

a. The Contractor is permitted to incur the usual type of operating expenses for food services. Operating expenses are the actual net costs after deduction of trade discounts, cash discounts, rebates, etc., which accrue or which the Contractor becomes obligated to pay because of operations under this contract. These expenses include, but are not limited to:

   (1) The cost of food sold
   (2) Salaries and wages
   (3) Janitorial services and pest control
   (4) Preventive maintenance and repairs to Government-owned and contractor-furnished equipment

(5) Replacement of government-owned equipment
(6) Depreciation
(7) Telephone service
(8) Laundry
(9) Postage
(10) Insurance
(11) Transportation of goods
(12) Payment in lieu of rental
(13) Supplies and materials
(14) Rental of equipment (when approved in writing by the CO);
(15) Worker's compensation
(16) Payroll taxes
(17) Other taxes and licenses
(18) Employee benefits; and
(19) Cost of decorations, posters, advertising handouts, etc., promoting special occasions, promotional campaigns, or holidays. All activities of this nature shall be confined to the interior of NIST.

b. The following are not allowable as operating expenses under the terms of this contract, but are to be recovered as part of the Contractor's administrative expense:

(1) Payroll computations and disbursements of employee salaries;
(2) Wages and salaries of home-office employees and general administrative, executive and management officials for general supervision of this contract;
(3) Accounting expenses, including costs of preparation of financial reports;
(4) Supervision of facilities by the Contractor's home office personnel;
(5) Other wages and salaries to the extent that they exceed those normally paid for similar work in the locality, unless approved by the CO;
(6) Home office management costs, such as general management overhead, transportation of management personnel, and any other indirect management costs, as related to this contract;
(7) Repairs necessary as the result of negligence of the Contractor or its employees;
(8) Payment for forms and other supplies and stationery; and
(9) Other expenses incurred without the approval of the CO.
(10) Reserve for Replacement of NIST-Owned Equipment.

c. The Contractor will establish a Reserve in its accounting system for the replacement of NIST-owned equipment. The Reserve will also be available, with NIST approval, for the purchase of new original equipment (including mutually agreed upon installation costs) which will thereupon become the property of NIST

d. At the end of each calendar month the Contractor will credit to the Reserve on its books an amount equal to one and one-half percent (1 1/2%) of its gross income under this contract for such month. Such amounts will be a general obligation of the Contractor for the above purposes.

e. At the beginning of each calendar year, for the preceding calendar year, the Contractor will report the Reserve beginning balance, credit to the Reserve, all authorized expenditures, and the ending balance.

11. <u>DEPRECIATION OF NEW EQUIPMENT PURCHASED BY THE CONTRACTOR</u>

The principles set forth in FAR 31.205.11 (DEPRECIATION) shall be used except that smallwares (china, silverware, pots and pans, serving utensils, trays, etc.,) shall be treated as follows:

a. The actual cost, minus 10% of salvage value, of the original inventory of smallwares provided by the operator shall be amortized as an operating expense on a straight-line basis over a five-year period. The actual cost of replacement items required to maintain the inventory at its original level may be charged as an operating expense to the extent that such annual replacement cost does not exceed 1-1/4% of annual net sales. Costs incurred to increase the original level of the inventory and for replacement costs that exceed 1- 1/4% of annual net sales shall not be allowed as operating expenses unless specifically authorized in advance by the CO.

b. Upon the expiration or termination of this contract, the Contractor agrees to offer for sale to the Government or a successor Contractor, all smallwares and equipment provided by the operator under this contract for an amount equal to the salvage value plus any unamortized costs. The Government shall not be liable for such costs in the event it decides not to exercise its option to purchase or arrange for purchase of the aforementioned smallwares and equipment.

12. FOOD SERVICE EQUIPMENT AND UTENSILS

a. The Contractor shall be responsible for furnishing all food service equipment and utensils that are necessary to provide the food services described in this document that are not otherwise furnished by the Government (see Exhibit III for a representative list). All equipment and utensils provided by the Contractor shall be of a quality acceptable to the Government as determined by the COTR. The Contractor shall be responsible for replacing such equipment and utensils when necessary because of loss, depreciation, or obsolescence.

b. The Offeror shall submit with the technical proposal a list of the equipment and utensils that are to be used under this contract. Throughout the contract period, and extensions thereof, the Contractor shall maintain current records of all equipment and utensils used under this contract including all additions, replacements and removals.

13. PROGRESS/COMPLIANCE

In addition to the Contractor's own proposed quality control metrics, the Contractor's compliance shall be monitored by the COTR through regular, unannounced health and sanitation inspections which may include the presence of a public health officer. Any discrepancies shall be addressed by the Contracting Officer. Contractor performance shall also be monitored by periodic customer satisfaction surveys. Surveys that yield a satisfaction rate of less than 90% shall require action from the Contractor to address the issues raised in the survey.

14. GOVERNMENT PROVIDED ITEMS

a. Space

1.) Main Cafeteria, Building 101, C wing, first floor and basement - approximately 25,227 square feet total. Service and seating - approximately 19,549 square feet; kitchen and dishwashing - 3,158 square feet; office and storage approximately 1,164 square feet; lockers, toilets and other spaces - approximately 1,356 square feet. Seating capacity approximately 600.

2.) Buffet - located in Building 101, C wing, first floor approximately 2,009 square feet. Service and seating approximately 2,009 square feet. Seating capacity approximately 96.

3.) Private dining rooms (3) - located in Building 101, C wing, first floor - approximately 1,672 total square feet. Seating capacity approximately 54.

4.) Small Cafeteria - located in Building 301, B wing consisting of approximately 3,936 square feet. Service and seating approximately 2,873 square feet; kitchen and dishwashing approximately 829 square feet; office and storage approximately 154 square feet; lockers, toilets and other spaces approximately 80 square feet. Seating capacity approximately 109 (including vending area).

b. Utilities

1.) All standard level building services (HVAC, electricity, gas, steam, water, trash dumpster**,** and building maintenance services except as otherwise herein mentioned, such as pest control, janitorial cleaning services and building utilities used on an overtime basis [after NIST's core hours of operation]).

2.) The contractor is responsible for utilities conservation.
(a.) Lights shall be used only in areas where work is actually being performed.
(b.) Employees shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.
(c.) Water faucets or valves shall be turned off when not in use.

3.) No current plans or funding exists for periodic painting and redecorating of the cafeteria and buffet dining rooms, so Contractors are encouraged to propose renovations and redecorating at their own cost in their proposals.

c. NIST-Owned Equipment

1.) NIST shall furnish for use of the Contractor all of the equipment of the character listed in EXHIBIT II.

2.) It is incumbent upon the Contractor to verify sizes and capacities of NIST-furnished equipment and to provide small wares of appropriate size and weight to suit such equipment.

3.) The Contractor is required to perform a preventive maintenance program on all NIST-owned equipment.

4.) The Contractor will forward quarterly, to the COTR, the previous quarter's preventive maintenance work that was actually performed, invoice cost and the completion date for each job.

d. Provision of Cash Registers

NIST will furnish DIGITAL computerized cash registers. The contractor has the option of providing its own registers subject to the review and approval of the Contracting Officer.

15. RECORDS

a. The Contractor shall maintain such accounting records in connection with operations under this contract as are satisfactory to the Contracting Officer.

b. The Contractor will assure that all income received from any source (excluding vending machines) is immediately recorded through cash register sales tickets and that all expenditures are supported by appropriate vouchers.

16. BUDGET

The Contractor shall provide the COTR a projected annual operating budget (pro forma) at the beginning of each fiscal year. The budget shall include a written explanation of how each line item was developed and, for each meal period, the estimated customer participation, check average and sales revenue.

17. PROCEDURES

a. The Contractor shall furnish copies of its monthly (or 4 week) profit and loss statement to the Contracting Officer and the Contracting Officer's Technical Representative within twenty days of the close of the monthly (or 4 week) operating period. The profit and loss statement shall be submitted for the total operation in a format prescribed by current accepted accounting practices. The information shall be presented in a comparative format showing the results for the month and year-to-date for both current and prior year operating periods.

b. The profit and loss summary will be supported by statistical performance measures for the total operation and primary functions which include: Main Cafeteria (Bldg. 101), Small Cafeteria (Bldg. 301), NIST Lunch Club, Symposia and Conference Program (Catering). Performance measures include:

1.) Total Number of Patrons
2.) Average Check Amount
3.) Total Revenue

C. CRITICAL SUCCESS FACTORS:

Contractor submissions shall be evaluated based on the following criteria:

1. Innovation of approach (30%)
2. Soundness of business plan (20%)
3. Site visits (30%)
   a. Quality of facility operations (35% of item C)
   b. Quality of food (35% of item C)
   c. Price reasonableness of food (30% of item C)
4. Past performance (20%)

IV. CONTRACT TYPE AND AVAILABILITY

This is a no cost type contract and is unrestricted.

V. TEAM MEMBERS

Members of this Project Team possess authority and responsibility for the successful accomplishment of the Project Objective and the fulfillment of the terms and conditions of this Project Agreement. The selection and assignment of team members have been made on the basis of the requirements' cross-functional needs and include a warranted procurement official, as well as program and legal representatives.

VI. EMPOWERMENT

This Project Agreement fully empowers the Project Team to meet the overall Project Objectives and authorizes the Project Team to take all steps necessary for the acquisition. This includes the development of an overall project strategy, an acquisition strategy, and selection of the contractor subject only to the applicable statutory and regulatory requirements. No further authorization is required.

VII. ESTIMATED BUDGET

The anticipated contract resulting from this acquisition shall be at no cost to the Government. The Government shall provide consideration in the form of providing the food service facility, utilities and equipment rent-free to the successful contractor.

VIII. MILESTONES

A site visit to the NIST campus to tour the cafeteria facilities shall be scheduled on June 20, 2000 at 10:00 AM. Please come to Building 301, Room B117 by 9:45 AM. Interested vendors should R.S.V.P. to Marsha.Rodgers@nist.gov by June 19, 2000. **Industry written responses are due by JULY 11, 2000 AT 3:00 PM**. If required, a more detailed Statement of Need (SON) shall be issued before August 1, 2000. The Government's goal is to have the contract awarded at the beginning of September, 2000.

IX. PERIOD OF PERFORMANCE

The term of the project began in February, 2000, when the Project Team was formed, continues through contract award, and shall conclude when the contract has been successfully in place for one year. The anticipated period of performance for this contract is a five-year base period and (if options are exercised) two five-year option periods. The period of performance shall begin January 1, 2001.

X. EXERCISE OF OPTIONS

The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 years.

XI. SCOPE

The Project Agreement shall be available electronically on the NIST Contracts Home Page (http://www.nist.gov/od/contract/contract.htm.). Phase I (Steps 1 through 3) includes assessments of

capability, description of approach and a food price estimate in the selection of those capable of meeting this Project Objective. During this Phase, the Offerors submissions shall be reviewed and an initial down-selection conducted to determine the competitive range. In Phase II, (Steps 4 through 6) the Project Team may also develop and issue a Statement of Need (SON) based upon the evaluation of the responses to the Project Agreement (PA). The SON would be issued to those vendors who were deemed to make the competitive range during this initial down-selection. As part of the team' s evaluation process, the Project Team reserves the right to conduct discussions, site visits, and require oral presentations from Offerors, if deemed appropriate.

XII. GROUND RULES FOR THE ACQUISITION/SELECTION PROCESS

This acquisition shall be conducted according to CONOPS as described in the *Department of Commerce Acquisition Process Case for Change* (http://oamweb.osec.doc.gov/conops/.) NIST intends to communicate openly and frequently with industry throughout the pre-award phase of the acquisition. To promote an equitable and active dialog with all members of private industry who have an interest in responding to the needs of the Government, CONOPS uses electronic communications extensively throughout this solicitation process. This speeds the exchange of information and assures equal opportunity for all respondents. It also encourages openness by making as much information as possible available simultaneously to all parties. This Project Agreement (PA), the Statement of Need (SON), questions and answers and any applicable amendments shall be posted at: the NIST Contracts Home Page at http://www.nist.gov/od/contract/contract.htm. Offerors shall be responsible for accessing the Internet web page for any changes to the Project Agreement, which shall be posted at this same location.

The following steps shall be used in the selection process. However, Offerors are reminded, it may be deemed appropriate to award this contract at any time during the selection process described below.

PHASE I

STEP 1. PUBLISH PROJECT AGREEMENT (PA)

On May 26, 2000, this requirement was synopsized in the Commerce Business Daily (CBD).
This PA document can be accessed on the Contracts Office home page as indicated above.
Questions pertaining to this PA should be submitted by e-mail to Marsha.Rodgers@nist.gov, no later than July 5, 2000. Questions and answers shall be published on the Contracts Office Home Page under Solicitation 52SBNB0C1039 a minimum of three (3) calendar days prior to the date responses to the PA are due. The identity of the author for each question shall remain confidential.

STEP 2. INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

Offerors who wish to respond to the Government' s needs as outlined in this PA are required to submit the following documents:

1. Capability Statement
2. Program Approach
3. Food Price Estimates
4. Certifications and Representations

FORMAT OF OFFEROR RESPONSE TO PROJECT AGPEEMENT:

1. Capability Statement

The Capability Statement shall not exceed eight (8) pages total, inclusive of all Offeror attachments. A one (1) page executive summary, although not required, shall not be considered part of the total eight (8) page limit. The Past Performance references are excluded from the page limitation specified in this section. The Capability Statement shall be comprised of the 3 sections identified below. If applicable, any subcontractor or teaming arrangement shall be addressed within the Capability Statement. The provisions of FAR 52.219-14, entitled "Limitation on Subcontracting. Dec. 1996", shall apply to this requirement.

a. Experience: The Contractor shall demonstrate a minimum of thirty-six (36) months prior experience in the food services industry, providing services similar to those proposed. Offerors are also required to demonstrate the capability of providing a permanent full time workforce (e.g. laborer hired over a one year duration) and the ability to support an environment that has 3,500 or more employees. Additionally, the Offeror must demonstrate how the experience is relevant to the efforts required by NIST.

b. Past Performance: Corporate past performance is the assessment of future performance based on information obtained from references and other information based on actual past and current performance. Both independent data and information provided by references listed in the Offeror's proposal may be used to evaluate past performance. NIST is seeking information from all contracts which are of similar nature and size as this one. The contracts must have been performed within the last three years. A minimum of eight (8) references are required. Offerors are allowed to submit up to three (3) references from subcontractors to comprise the required eight (8) references. If an Offeror is not able to provide eight (8) references, the Offeror shall certify that the references provided are all those available as of the date of submission and provide reasons why additional references are not available. The Offeror is required to complete a "Past Performance Reference" for each contract provided (see Attachment 1 for the sample format). Any information found to be unreliable may result in a negative rating to the Offeror. False information provided shall result in NIST not considering an Offeror for award of any resulting contract.

c. Special Recognition: Quality recognition, special certifications, and/or recommendations from past customers relating to factors that shall sustain the level of service NIST is expecting to acquire shall be included here.

2. Program Approach

The Offeror's approach (not to exceed eight (8) pages in length) shall reflect the Offeror's plan for addressing NIST's objectives listed in Section III. The Offeror shall also provide a description of how it intends to address the work environment including the number of personnel proposed, and types of material and equipment the Offeror shall use to accomplish this requirement. NIST is also interested in learning how each Offeror shall address the issues listed as critical success factors (Section III.C). Offerors are encouraged to submit innovative solutions to achieve the customer's critical success factors. Offerors are advised that the concepts provided in response to this Project Agreement may be incorporated into the SON.

Quality Control Plan: In performing the requirements outlined in the Project Objective, the Offeror shall provide a description of its plan for Quality Control. The Offeror shall identify specific procedures and

processes that shall ensure that all services set forth in the Project Agreement are met and are consistent with the technical approach.

3. Food Price Estimate

NIST anticipates entering into a no-cost type contract. However, NIST shall evaluate the reasonableness of food pricing for patrons of the proposed food service establishment, as discussed in Section III.C above. Detailed pricing structures are unnecessary. As part of the price estimates, the Offeror shall demonstrate how its price is consistent with its proposed technical approach and meeting the Project Objective stated herein, as well as providing the best overall value to NIST food service patrons.

4. Certification and Representations

Certifications and Representations included within this project agreement can be found at (http://www.nist.gov/admin/od/contract/contract.htm). These shall be completed and submitted with the Capability Statement. The FAR clauses that apply to this requirement are available in Attachment 2.

STEP 3. REVIEW OFFERORS' SUBMISSIONS, IDENTIFY VIABLE APPROACHES, AND CONDUCT INITIAL DOWN-SELECTION (DETERMINE COMPETITIVE RANGE)

A. Critical Success Factors (Also listed in Section III.C.)

The purpose of this initial review is to identify viable approaches and determine the most highly rated offerors with the best opportunity for award. The evaluation factors that shall be utilized for this step are described below:

1. Innovation of Program Approach

- Offeror' s degree of understanding, of the critical success factors, the Project Objective and requirements listed throughout Section III, shows innovation, resourcefulness, and creative problem-solving.

2. Soundness of Business Plan

- Offeror demonstrates realistic implementation for all areas of activities required in the Project Agreement.

3. Site Visits

- Quality of facility and food is high, and prices represent good value.

4. Experience/Past Performance

- Specific relative experience in the same or similar type of service required in this project agreement.
- Customer satisfaction with contractor' s performance.

B. Competitive Range/Discussions

NIST intends to award a contract without discussions. Proposals shall be evaluated and if discussions are to be conducted, the Contracting Officer shall establish the competitive range based on the ratings of each proposal against all evaluation criteria. The competitive range shall be comprised of all of the most highly rated proposals, unless the range is further reduced for the purposes of efficiency. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition amount the most highly rated proposals.

Upon completion of evaluation, Offerors not viewed as being competitive shall be encouraged to voluntarily withdraw from the selection process. In accordance with FAR Part 15.306, these Offerors shall be promptly notified and if requested within the time frame allowed by the FAR, they shall receive a timely debriefing on the results of the evaluation. Prior to award, those Offerors who receive a debriefing shall be unable to continue to Phase II.

Offerors who fail to submit all information requested in the PA by the due date shall be considered "non-responsive" and shall not be considered for further evaluation.

The project team may enter into discussions with the remaining vendors who make the competitive range. As a result, Offerors remaining under consideration shall be advised of weaknesses and/or deficiencies existing in their proposal and shall be given an opportunity to incorporate necessary enhancements into their response to the SON. NIST shall not be responsible for any costs incurred in the preparation of responses to this requirement.

C. Award Based on Initial Response

The Government reserves the right to make a determination of award based on the evaluation of the initial submissions. Therefore, the Offeror's initial proposal should contain their best terms from all standpoints.

PHASE II

STEP 4. ISSUE STATEMENT OF NEED (SON)

After the initial down-selection, the project team may issue a SON, if required, to those Offerors who remain under consideration. The SON shall provide instructions for additional submissions and /or oral presentations. The SON may include instruction and

guidance regarding preparation for oral presentations. Oral presentations may not take place until after responses to the SON are received.

STEP 5. RECEIVE PROPOSALS BASED ON STATEMENT OF NEED (SON)

Those Offerors remaining under consideration shall be given the opportunity to submit a proposal in response to the SON.

STEP 6. ORAL PRESENTATIONS

If oral presentations are conducted, Offerors shall be contacted in advance to schedule a date and time for their presentation. NIST may conduct oral presentations with Offerors in an effort to determine which Offeror has the best understanding of NIST's requirements. Oral presentations shall be evaluated according to the criteria listed under "Program Approach", and "Soundness of Business Plan", listed above.

STEP 7. MAKE BEST VALUE DETERMINATION AND FURTHER DOWN SELECTIONS

The Project Team shall use a best value evaluation to determine which offer is most advantageous to NIST. In making this selection, the Project Team shall select the solution that offers the best value to NIST food services customers, price and other factors considered. The Project Team shall also identify risks, benefits, and the likelihood of success associated with each proposal.

STEP 8. AWARD CONTRACT

Once the project team reaches consensus based on the stated evaluation criteria, an award shall be made, and the remaining Offerors shall be promptly notified of the selection. If a request for a debriefing is made within the time frame allowed by the FAR, Offerors shall receive a timely debriefing on the results of their evaluation.

STEP 9. MANAGING FOR RESULTS

The project team shall be responsible for administering any resulting contract. Once the contract is placed, team members shall consult with the contractor throughout the "Managing For Results" phase in order to exchange ideas and feedback regarding the performance of the newly awarded contract.

XII. Proposal Requirements

An original and six (6) copies of the proposal shall be submitted in paper form and on 3.5" High Density Diskette, formatted for IBM compatible personal computers, in Microsoft Word or Corel WordPerfect 6.1. Proposal pages shall be formatted for "8 ½ by 11" white, non-textured paper and single-spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point and shall

not exceed six (6) lines per vertical inch. **All documents shall be received no later than JULY 11, 2000 AT 3:00 PM, LOCAL TIME.** All documents shall be delivered as a single package and the container should also clearly state the solicitation number. Depending on the mode of delivery, Offerors' response MUST be addressed as follows:

(U.S. Postal Service Courier or Express Mail Service)

National Institute of Standards and Technology
Acquisition and Assistance Division
Attn. Marsha Rodgers
Room B117, Building 301
100 Bureau Drive-Stop 3572
Gaithersburg, MD 20899-3572

XIII. Incumbent Contractor

Cafeteria Service Contract, #50SBNB6C4004
Guest Services, Inc.
3055 Prosperity Avenue
Fairfax, VA 22031-2290

ATTACHMENT 1

Past Performance Reference(s)

Please provide responses to the following questions and provide the information on this form or in this format for each contract identified. Provide frank, concise comments regarding your performance on the contracts you identify. If more space is required, please use continuation sheets, up to three (3) sheets per questionnaire.

A. Offeror Name: _____
B. Contract Number: _____
C. **Contract Value:** _____(Including all option periods)
D. Contract Type: _____
E. Period of Performance: _____(Including all option periods)
F. Brief Description of Effort:*(Please highlight portions considered most relevant to the requirements of this solicitation.)*
G. Points of Contact *(It is essential that current information on both individuals be provided.)*
1. Program Manager:
Name: _____ **Position:** _____
Organization: _____
Address: _____
Phone: _____ **Fax:** _____
2. Contracting Officer or Equivalent:
Name: _____ **Position:** _____
Organization: _____
Address: _____
Phone: _____ **Fax:** _____
H. Address any management, business, cost, or scheduling issues, problems or challenges encountered and state how they were resolved.
J. Indicate the average number of supervisors, laborers, and equipment used while working on this contract and indicate the types of services that were performed.
K. Specify any Government or other awards or recognition for performance of this program and specify any special achievements received on this program.

ATTACHMENT 2

Supplemental FAR Clauses for
NIST FOOD SERVICES ACQUISITION

Following are supplemental clauses applicable to the submission of proposals and award for the NIST Food Services Acquisition. All referenced Federal Acquisition Regulation (FAR) clauses arc incorporated by reference in the Project Agreement/Solicitation and have the same force and effect as if they were given in full text. The full text of referenced FAR clauses may be accessed at (http://www.arnet.gov/far/)

CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at this address: (http://www.arnet.gov/far/).

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

NUMBER TITLE DATE
52.202-01 Definitions. OCT 1995
52.203-03 Gratuities. APR 1984
52.203-05 Covenant Against Contingent Fees. APR 1984
52.203-06 Restriction on Subcontractor Sales to Government. JUL 1995
52.203-07 Anti-Kickback Procedures. JUL 1995
52.203-08 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
52.203-12 Limitation on Payment to influence Certain Federal Transactions. JUN 1997
52.209-06 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JUL 1995
52-214-34 Submission of Offers in the English Language. APR 1991
52.214-35 Submission of Offers in U.S. Currency. APR 1991
52.215-01 Instruction to Offerors-Competitive Acquisition. DEC 1999
52.215-14 Integrity of Unit Prices. OCT 1997
52-216-21 Requirements. OCT 1995
52-217-09 Option to Extend the Term of the Contract. NOV 1999
52.219-08 Utilization of Small, Small Disadvantaged and Women-Owed Small Business Concerns. OCT 1997
52.219-14 Limitation on Subcontracting. DLC 1996
52.222-26 Equal Opportunity. APR 1984
52.222-28 Equal Opportunity Preaward Clearance of Subcontracts. APR 1984
52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. APR 1998
52.222-36 Affirmative Action for Handicapped Workers. JUN 1998
52.222-37 Employment Report on Disabled Veterans and Veterans of the Vietnam Era. APR 1998
52.222-41 Service Contract Act of 1965, as Amended. MAY 1989
52.222-42 Statement of Equivalent Rates for Federal Hires. MAY 1989
52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts). MAY 1989
52.223-02 Clean Air and Water. APR 1984
52.223-06 Drug-Free Workplace. JAN 1997
52.223-14 Toxic Chemical Release Reporting. OCT 1996
52.225-11 Restriction on Certain Foreign Purchases. AUG 1998
52.228~05 Insurance-Work on a Government Installation. JAN 1997
52 229-03 Federal, State, and Local Taxes. JAN 1991
52.229-05 Taxes-Contracts Performed in U.S. Possessions or Puerto Rico. APR 1984

52.232-01 Payments. APR 1984
52.232-08 Discounts for Prompt Payment. MAY 1997
52.232-17 Interest. JUN 1996
52.232-18 Availability of Funds. APR 1984
52.232-23 Assignment of Claims. JAN 1986
52.232-25 Prompt Payment. JUN 1997
52.232-33 Mandatory Information for Electronic Funds Transfer Payment- MAY 1999
52.233-01 Disputes. DEC 1998
52.233-03 Protest after Award. AUG 1996
52.237-02 Protection of Government Buildings, Equipment, and Vegetation. APR 1984
52.242-13 Bankruptcy. JUL 1995
52.243-01 Changes - Fixed Price. AUG 1987
52.245-01 Property Records. APR 1984
52.245-02 Government Property (Fixed-Price Contracts). DEC 1989
52.245-19 Government Property Furnished "As Is". APR 1984
52.246-04 Inspection of Services - Fixed Price. AUG 1996
52.249~08 Default (Fixed-Price Supply and Service). APR 1984
52.249-02 Termination for Convenience of the Government. SEP 1996
52.249-14 Excusable Delay. APR 1984
52.251-01 Government Supply Sources. APR 1984
52.252-02 Clauses Incorporated by Reference. JUN 1988
52-252-06 Authorized Deviations in Clauses. APR 1984
52.253-01 Computer Generated Forms. JAN 1991

SERVICE OF PROTESTS

As stated in the Project Agreement, the Government requests that any disputes arising before award be resolved informally through discussion or by use of agency protest procedures. An agency protest may be filed with the Contracting Officer or at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (http://oamweb.osec.doc.gov/conops/reflib/alp1296.htm) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority). Agency protests filed with the Contracting Officer shall be sent to the following address:

National Institute of Standards and Technology
Acquisition and Assistance Division
100 Bureau Drive, Stop 3572, Attention: Marsha Rodgers
Gaithersburg, Maryland 20899-3572

SECTION K - CERTIFICATIONS AND REPRESENTATIONS

K. 1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at (http:/www.nist.gov/od/contract/contract.htm.).

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

NUMBER TITLE DATE
52.203-11 Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions. APR 1991
52.222-21 Certification of Nonsegregated Facilities. APR 1994

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The Offeror certifies that--
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (1) those prices, (ii) the intention to submit an offer, or (111) the methods or factors used to calculate the prices offered; (2) The prices in this offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitations or contract award (in the case of a negotiated solicitations unless otherwise required by law; and (3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or (2)(i) has been authorized, in writing, to act as agent for the following principals in certifying. that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____

_____

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the Offeror's organization]; (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(1) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and as an agent, has not personally participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION. (JUN 1997)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041 A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments other-wise due under the contract.

(c) Taxpayer Identification Number (TIN).
TIN: _____
OR ____TIN has been applied for.
OR ____TIN is not required because:
____Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
___Offeror is an agency or instrumentality of a foreign government;
___Offeror is an agency or instrumentality of a Federal, state, or local government;
___Other. State basis. _____

(d) Corporate Status.
___Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
___Other corporate entity;
___Not a corporate entity;
___Sole proprietorship;
___Partnership
___Hospital or extended care facility described in 26 CFR 501 (c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.
___Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
___Name and TIN of common parent:
Name _____
TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995)

(a) Representation. The Offeror represents that it is ___ is not ___ a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The Offeror and/or any of its Principals--
(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil Judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1. A certification that any of the items in paragraph (a) of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, the certification shall be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsive.

2. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION. (OCT 1997)

The Offeror or respondent, by checking the applicable box, represents that--
(a) It operates as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a Joint venture; or (b) If the Offeror or respondent is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ (country).

K.7 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or quotation.
(b) If the Offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:
Place of Performance Name and Address of Owner (Street Address, City, and Operator of the Plant (County, State, Zip Code) or Facility if Other than Offeror or Respondent

K.8 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION. (FEB 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 5812.
(2) The small business size standard is $5 million.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b) Representations. (1) The Offeror represents as part of its offer that it is ___ is not ___ a small business concern.
(2) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it is is not a small disadvantaged business concern.
(3) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it is ___ is not ___ a women owned small business concern.
(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.
"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entitles, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.
"Woman-owned small business concern," as used in this provision, means a small business
(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and Certifications and Representations (2) Whose management and daily business operations are controlled by one or more women.
(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished. (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business

Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The Offeror represents that--
a) It has __ has not __ participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
(b) It has __ has not __ filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, shall be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The Offeror represents that (a) it - has developed and has on file, -has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it __ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that--
(a) Any facility to be used in the performance of this proposed contract is __ is not __ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
(b) The Offeror shall immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
(c) The Offeror shall include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
1. By signing this offer, the Offeror certifies that-
(1) As the owner or operator of facilities that shall be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror shall file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Cheek each block that is applicable.)
__ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S,C. 11023(c);
__ (11) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A)-
(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (Including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
__ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or
__ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K. 13 52.225-8 BUY AMERICAN ACT-TRADE AGREEMENTS ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (JAN 1994)

(a) The Offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.
Certifications and Representations
(b) Excluded End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(c) Offers shall be evaluated by giving(, certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, Offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below shall not be deemed designated country end products, NAFTA

country end products, or Caribbean Basin country end products. Offerors trust certify by inserting the applicable line item numbers in the following:
(1) The Offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

_____
(Insert line item numbers)
(2) The Offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements-Balance of Payments Program":

_____
(Insert line item numbers)
(d) Offers shall be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

K.14 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature _____
Title _____
Date _____

EXHIBIT I

EQUIPMENT AND UTENSILS PROVIDED BY THE CONTRACTOR

The Contractor will provide all necessary cafeteria equipment and utensils of the general character listed below and shall replace such equipment and utensils when necessary because of loss, depreciation, or obsolescence.

Chairs, cashier's and office furniture and equipment
Chinaware and dishes
Containers and cans, all types
Dispensers, napkin
Extractors, juice
Glassware
Linen
Office and money handling equipment, adding machines
Platforms, skid or storage
Racks, cup, glass and utensil
Scales
Sharpeners
Silverware
Trash containers
Trays
Utensils and kitchenware
Vehicles, motor
Chairs and tables (major dining areas)
Tables (Buffet)
Creamers
Salt and pepper dispensers
Safes

A physical inventory will be made of all equipment provided by the Contractor and be verified, approved, signed and filed by the COTR.

EXHIBIT II. EQUIPMENT PROVIDED BY THE GOVERNMENT

Source: Survey 3-5-99

<u>MAIN COOKING AREA - BUILDING #101</u> (Adjacent to manager's office and between the main and back servery)

1. WORKTABLE WITH UNDERSHELF, QTY. 1; 42" long X 27" wide X 33" high
2. FOOD PROCESSOR, QTY. 1; Robot Coupe, Model R4
3. 20-QUART MIXER, QTY. 1; Hobart, Model A200T
4. UTILITY CABINET WITH WORKTOP, QTY. 1; 41 " long X 30 " wide X 36 " high
5. FOOD CUTTER, QTY. 1; Hobart Model #84145
6. MOBILE UTILITY CABINET, QTY. 1; 30" long X 23" wide X 42" high
7. WORKTABLE CABINET, QTY 1; 48" long X 30" wide X 36" high
8. MOBILE CART WITH TRAY SLIDES, QTY. 4; Unit is 20 1/2" wide X 24" deep X 48" high
9. MOBILE WORKTABLE WITH IJNDERSHELF, QTY. 1; 32" long X 29" wide X 34" high
10. SLICER, QTY. 1; Hobart Model unknown
11. HEATED MOBILE FOOD HOLDING CART, QTY 2
12. OPEN NUMBER
13. OPEN NUMBER
14. OPEN NUMBER
15. WORKTABLE WITH UNDERSHELF, QTY. 1; 71" long X 29" wide X 34" high
16. STAINLESS STEEL WORKTABLE WITH BAIN MARIE AND UTENSIL RACK, QTY. 1; 95" long X 30" wide X 34" high
17. SLICER, QTY. 1; Hobart Model # 1712
18. STAINLESS STEEL WORKTABLE WITH UNDERSHELF, BAIN MARIE, AND UTILITY SINK, QTY. 1; 95" long X 30" wide X 34" high
19. VENTILATOR HOOD, QTY. 1; Approximately 150" long X 49" wide
20. STAINLESS STEEL WORKTABLE, QTY. 1; 96" long X 30" wide X 34" high
21. STAINLESS STEEL WORKTABLE, QTY. 1; 96" long X 30" wide X 34" high
22. STAINLESS STEEL WORKTABLE WITH COOLING SINK, QTY. 1; 95" long X 30" X 34" high
23. STAINLESS STEEI, WORKTABLE WITH UNDERSHELF, QTY. 1; 95" long X 30" wide X 34" high
24. MOBILE SPICE BINS, QTY. 3
25. REACH-IN FREEZER, QTY. 1
26. OPEN NUMBER
27. ROLL-THRU REFRIGERATOR, QTY. 1; McCall, Model #UM2004
28. MOBILE STORAGE RACK, QTY. 4; Three (3) 48" wide X 28" deep shelf units One (1) 36" wide X 28" deep shelf unit
29. ROLL-IN REFRIGERATOR, QTY. 1; McCall, Model # unknown 65" long X 37" wide
30. STEAM JACKETED KETTLE, 60 GALLON, QTY. 1; Craftsman/Legion Equipment Co.; Model #LP-60, Serial #641293
31. DOUBLE TRUNNION ON CABINET BASE WITH DRAIN, QTY. 1; 36" long X 34" wide
32. DOUBLE DECK CONVECTION STEAM COOKER, QTY. 1; Market Forge, Model #3500 (Manufactured in 2/95)
33. PRESSURE FRYER, QTY. 1; Henny Penny, Model #600; 18" wide 40" deep

34. FRYER AND SPACER ATTACHMENT, QTY. 1; Vulcan, Model #HF91G 35" X 35"; Natural gas fired, 1,200 BTUs
35. FLAT TOP RANGE WITH OVEN BASE, TWO SHELVES, QTY. 1; Model #78601A with Oven Base Model #50000; 34" wide X 36" deep
36. HOT TOP RANGE, QTY.1; Vulcan, Model #6151A; 34" wide X 36" deep
37. TRIPLE DECK OVEN, QTY.1; General Electric, Model # unknown; 54” wide X 36” deep X 75" high
38. ELECTRIC BAKE OVEN WITH DIRECT VENT, QTY.1; Manufacture and Model # unknown; 38" wide X 36" deep X 65" high
39. FIRE PROTECTION SYSTEM, QTY 1; Range Guard, Wet chemical system listed 979R; Unit provides fire protection system for Item 41, Ventilator
40. TWO-COMPARTMENT PREP SINK, QTY. 1; 99" long X 30" wide X 36" high; 10" stainless steel backsplash; Sinks are 24" wide X 27/2" long X 14" deep
41. VENTILATOR, QTY. 1; Manufacture and Model # unknown; Approximately 22' long x 4' wide
42. TWO-DOOR ROLL-THRU REFRIGERATOR, QTY. 1; McCall, Model #L1-1002RT
43. HALF HEIGHT ROLL-IN CARTS, QTY. 3; Full body stainless steel enclosed on the left and right side with tray slides
44. OPEN NUMBER
45. OPEN NUMBER
46. OPEN NUMBER
47. OPEN NUMBER
48. OPEN NUMBER
49. OPEN NUMBER

MAIN SERVERY - BUILDING #101

50. CAFETERIA COUNTER WITH STAINLESS STEEL TRAY SLIDE, QTY. 1; 245" long X 32" wide X 36" high
51. SANDWICH UNIT, QTY. 1; Part of 50, Cafeteria Counter Recessed and built into the cabinet and scaled
52. STAINLESS STEEL SIDE/BACK COUNTER, QTY. 1; Part of 50 Corner piece adjacent to the wall and front cafeteria counter; “L” shaped with a 1’ to accommodate counter top equipment
53. DOUBLE TIER SANDWICH MERCHANDISER, QTY. 1l Merco, Model #2TSW3824
54. CONVEYOR TOASTER, QTY. 1; Ultra Serve, Model # QT1121
55. ELECTRIC TABLE TOP FRYER, QTY. 1; General Electric, Model #CK20; 21" long X 24" wide X 11” high
56. ELECTRIC COUNTER TOP GRILL, QTY. 1; General Electric, Model #CG57; 36 1/2" long X 25" wide
57. WORKTABLE WITH SINK, QTY. 1; Welded to Items 50 & 52; 96" long X 30" wide X 36" high
58. VENTILATOR, QTY. 1; Manufacture and Model # unknown; Item is "L" shaped ventilator 5' wide leg, 8' wide leg X 3' wide
59. FIRE PROTECTION SYSTEM, QTY. 1; To service Item 58, Ventilator; Range Guard, Wet Chemical System
60. THREE-DOOR ROLL-IN REFRIGERATOR, QTY. 1; McCall, Model #GMR70TH-RI; 98" long X 40" wide

61. CABINET WITH STAINLESS STEEI, WORKTOP SURFACE, QTY. 1; Mareka Stainless Steel Specialists, Model # unknown; 48" long X 30" wide X 36" high
62. OPEN NUMBER
63. OPEN NUMBER
64. STAINLESS STEEL CABINET WITH WORKTOP, QTY. 1; 42" long X 30" wide X 34" high
65. CAFETERIA COUNTER, QTY. 1; Unit is 295" long X 38" wide X 36"
66. PLASTIC SNEEZE GUARD, QTY. 1; 84" long
67. SNEEZE GUARD, QTY. 1; Mounted to 65, Cafeteria Counter, over the rectangular section of Bain Marie and item 69, Counter Top Thermal Shelf
68. OVERHEAD HEAT LAMPS, QTY. 4; Merco, Model #930126725-C; Color white
69. COUNTER TOP THERMAL SHELF, QTY. 1; Merco, Model # unknown
70. PLASTIC SNEEZE GUARD, QTY. 2; 98" long
71. MOBILE WORKTABLE, STAINLESS STEEL, QTY. 1; 30" long X 30" wide X 36" high
72. OPEN NUMBER
73. OPEN NUMBER
74. ICEMAKER AND BIN, QTY. 1; Ice Maker - Manitowoc Series 1200; Bin is 4' long X 3' wide with a ice scoop holder mounted on the right hand side
75. WATER FILTER, QTY. 1; Everpure 2000, Single filter unit
76. HAND SINK, QTY. 1; Seco, Model # unknown, Gooseneck faucet
77. UTILITY SINK, QTY. 1; 24" long X 30" wide X 36" high; Cabinet underneath for chemical storage and drain access
78. STAINLESS STEEL WORKCOUNTER WITH SINK, QTY. 1; 96" long X 36" wide X 36" high
79. TWO-DOOR ROLL-IN REFRIGERATOR, QTY. 1; McCall, Model # unknown, 64" long X 36" wide
80. JUICE MACHINE, QTY. 2; Manufacture and Model # unknown, Three flavor with push button Built-in drip tray
81. BUILT-IN STAINLESS STEEL CUP DISPENSER, QTY. 4; Two (2) 8 oz. and one (1) 12 oz. cup, 12 oz. on bottom
82. SODA/ICE DISPENSER, QTY. 2; Servend, Model #MD150; Stamped property of Pepsi Cola Company, provided by vendor; Six (6) flavor of soda
83. COFFEE URN, QTY. 1; American Metal Ware, Model #7776S-NSF, manufactured on 9/91; Steam heat, 10-25 psi;
84. BUILT-IN RACK DISPENSER, QTY. 1; AMS, Model #CHS2020-28
85. OPEN NUMBER
86. ICE TEA DISPENSER, 3-GALLON, QTY. 1; Rubbermaid, Model #J90-3358-A1-1
87. STARBUCK'S COFFEE BREWER, QTY. 1; Fetco, Model CBS-51H
88. OPEN NUMBER
89. COUNTER TOP REFRIGERATED UNIT, QTY. 1; Beverage Air, Model # unknown
90. CAFETERIA COUNTER, BEVERAGE, QTY. 1; 266" long X 32" wide X 36" high
91. WATER FILTER, QTY. 1; Everpure, Model #3065-29B, with 7TO cartridge; Mounted on the back of 87, Starbuck's Coffee Brewer
92. OPEN NUMBER
93. OPEN NUMBER
94. SALAD BAR, QTY. 1; Millwork Approximately 260" long X 38" wide
95. REFRIGERATED COLD PAN, QTY. 1; Atlas/Set-N-Serve, Model #WCM-4
96. REFRIGERATED COLD PAN, QTY. 2; Atlas/Set-N-Serve, Model # WCM-2

97. DROP HOT WELL, QTY. 1; Atlas/Set-N-Serve, Model # WIH-1
98. DROP-IN REFRIGERATED COLD PAN, QTY. 1; Atlas/Set-N-Serve, Model #WCM-5
99. PLASTIC BREATH PROTECTOR, QTY. 6; 84" long
100. OPEN NUMBER
101. OPEN NUMBER
102. OPEN NUMBER

WAREWASHING AREA - BUILDING #101

103. MOBILE TRAY DISPENSER WITH TRAY LOWERATOR, QTY. 2; AMF, Model #unknown
104. SOILED DISHTABLE WITH UNDERSHELF; 48" long X 30" wide X 36" high
105. DISH SINK, QTY. 1; Marenka, Custom Fabricated; 51" long X 27" wide X 36" high
106. PRE-RINSE UNIT, QTY. 1; T&S, Model # unknown; Mounted on backsplash of Soiled Dishtable, Item 104
107. PRE-RINSE UNIT, QTY. 1; T&S, Model # unknown; Mounted on backsplash of Dish Sink, Item 105
108. SOILED DISHTABLE, QTY. 1; Custom Fabricated; 25' long X 40" wide X 36" high
109. WASTE DISPOSER, QTY. 2; Salvajor, Model unknown; Unit is connected to an Allen Bradley control panel
110. WAREWASHER, QTY. 1; Insinger, Model #CL1PPER RC22, Style RPW, feed right, Flight type machine
111. THREE COMPARTMENT POT SINK, QTY. 1; Marenka Stainless Steel Fabricators, Custom Fabricated; 122" long X 30" wide X 39" high at the front
112. WALL MOUNTED WASH DOWN SYSTEM, QTY. 1; Strauman, Model #M-159, Hot and cold wash down system
113. OPEN NUMBER
114. OPEN NUMBER
115. OPEN NUMBER

SERVERY II AREA - BUILDING #101

116. TWO-DOOR ROLL-IN REFRIGERATOR, Q'I'Y. 1; McCall, Model # unknown
117. WORKTABLE WITH RECESS AND SINK, QTY. 1; Custom Fabricated, 95" long X 36" wide
118. PASS THRU UNIT, QTY. 1; To accommodate two (2) glass rack carts for pass-thru to servery; 84" long X 21" wide X 52" high
119. LOWERATOR RACK DISPENSING CARTS, MOBILE, QTY. 2; AMF, Model # unknown
120. MOBILE TRANSPORT DOLLY, QTY. 1; Manufacture and Model # unknown
121. UTILITY SINK WITH CABINET STORAGE, QTY. 1; This unit has a 12" X 18" sink with a lever operated waste and built-in overflow
122. HAND SINK, QTY. 1; Seco, Model # unknown
123. ICE MACHINE AND BIN, QTY. 1; Manitowoc, Model Series 1200, Bin #C900
124. STAINLESS STEEL STORAGE SHELF, QTY. 1; Manufacturer and Model unknown, 3' long X 2' wide
125. CAFETERIA BEVERAGE COUNTER, QTY. 1; 23' long X 3 1!/2" wide with 1' stainless steel tray slide mounted to the low wall in front of the counter

126. SODA/BEVERAGE DISPENSER WITH ICE BIN, QTY. 2; Servend, Model #MD-150
127. COFFEE URN, QTY. 1; Blickman, Model Touch-n-Brew #CRS66-E
127A. CAFETERIA COUNTER, QTY. 1
128. BREATH PROTECTOR WITH STAINLESS STEEL SHELF, QTY. 2; 78" long X 12" wide
129. THREE TIER OVERSHELF, QTY. 1; 114" long X 18" wide
130. OVER HEAD HEAT LAMPS, QTY. 6
131. CAFETERIA COUNTER WITH TRAY SLIDE, QTY. 1; 23' long X 37" wide X 36" high with 1' stainless steel tray slide mounted to the low wall in front of this item
132. SANDWICH UNIT, QTY. 1; Part of Cafeteria Counter, Item 130, This unit has been recessed in and sealed to Item 131, Cafeteria Counter

133. STAINLESS STEEL OVERSHELF, QTY. 1; 155" long X 12" wide; Mounted and screwed into Cafeteria Counter, Item 131
134. THREE TIER PROTECTOR CASE AND GLASS OVERSIIELF, QTY. 1; 114" long X 18" wide, consisting of three (3) tiers of glass shelves and adjustable sneeze guard front. This is welded to Item 131, Cafeteria Counter
135. "L" SHAPED EQUIPMENT STAND WITH OPEN BASE, QTY. 1; 79" wide leg, 82" wide leg X 27" wide X 24" high
136. BACK COUNTER WITH SINK, QTY. 1; Marenka Stainless Steel Specialists, Custom Fabricated 95" long X 30" wide X 36" high
137. MOBILE WORKTABLE, QTY. 1 32" X 30" wide X 34" high
138. THREE DOOR ROLL-IN REFRIGERATOR, QTY. 1; McCall, Model #GMR70TNPRT; 98" long X 36" wide
139. VENTILATOR, QTY. 1; "L" shaped ventilator; 6' wide leg, 8' wide leg X 37" wide
140. FIRE PROTECTION SYSTEM, QTY. 1; Range Guard, Wet Chemical System
141. STAINLESS STEEL COUNTER WITH HIGH-BACK STORAGE CABINET, QTY. 2; 71" long X 28" wide X 98" high on 6" legs
142. OPEN NUMBER
143. OPEN NUMBER
144. OEN NUMBER

SERVERY III AND CART BREAKDOWN ROOM - BUILDING # 101

145. CAFETERIA COUNTER WITH TRAY SLIDE; Approximately 43'-4" long X 32" wide X 36" high with a stainless steel tray slide fastened to the low wall in front of the counter

146. THREE TIER PROTECTOR SHELF, QTY. 1; This is mounted to Item 145, Cafeteria Counter; 112" long X 18" wide, consisting of three (3) glass shelves with front adjustable panels.

147. STAINLESS STEEL SHELF AND PROTECTOR CASE, QTY. 1; 80" long X 12" wide, consists of a stainless steel overshelf and glass sneeze guard mounted to Item 145, Cafeteria Counter

148. THREE TIER GLASS PROTECTOR CASE, QTY. 1; 80" long X 18" wide and consists of three (3) tiers of glass shelving mounted to Item 145, Cafeteria Counter

149. GLASS RACK LOWERATOR, QTY. 1; Manufacture and Model unknown

150. DROP-IN FREEZER CABINET, QTY. 1: Kelvinator, Model # unknown; Consists of a double lift up door, built into Item 145, Cafeteria Counter

151. ICE MACIIINE AND BIN, QTY. 1; Scotsman, Model # unknown, Bin, Follett

152. HAND SINK, QTY. 1; Seco, Model # unknown

152A. TWO DOOR ROLL-IN REFRIGERATOR, QTY. 1; McCall, Mode # LI-1002, Refrigerant: R22

153. URN STAND, QTY. 1; 5' long X 30" wide X 32" high

154. COFFEE URN, QTY. 2; Steam generated

155. WORKTABLE WITH SINK, QTY. 1; 54" long 30" wide X 36" high with a 20" X 22" X 12" deep sink-mounted on the left hand side

156. EQUIPMENT STAND WITH OPEN SHELF, QTY. 1; Custom Fabricated, 82" long X 34" wide X 27" high

157. COUNTERTOP ELECTRIC GRIDDLE, QTY. 1; General Electric, Model CG57 3' long X 25" deep on 2" legs

158. RAD RANGE MARK VI, QTY. 1; Raytheon, Model # unknown

159. VENTILATOR, QTY. 1; Manufacture and Model # unknown; Approximately 88 " long X 41" wide

160. FIRE PROTECTION SYSTEM, QTY. 1; Range Guard, Wet Chemical System

161. REFRIGERATED DELI TABLE, QTY. 1; Remote unit with compressor mounted on the bottom shelf of Item 156, Equipment Stand

162. ROLL-IN REFRIGERATOR, QTY. 2; McCall, Model # GMR47-TMRT, NSF Model 47-RT

163. MOBILE WORKTABLE WITH UNDERSHELF, QTY. 1; Manufacturer and Model unknown; 60" long X 27" wide X 34" high

164. HEATED CARTS, QTY. 4; Cres Cor, Various sizes and models; Stainless steel with rack slides

165. DOUBLE SIDED CARTS, QTY. 5; Cres Cor, Model #2201, Soiled tray carts

166. OPEN NUMBER
167. OPEN NUMBER
168. OPEN NUMBER

169. OPEN NUMBER

PRIVATE DINING ROOM ("LUNCH CLUB") - BUILDING # 101

170. MOBILE FOOD CART, QTY. 1; Duke, Model #SN05184, type 1537LI 44" long X 40" wide (including tray slides) X 34" high; Tray slides and stainless steel runners on both sides
171. MOBILE FOOD TABLE, QTY. 1; Duke, Model #SN18E84, Type 1539LI;
172. MOBILE FOOD CART, QTY. 1; Duke, Model #H55FT 76" long X 40" wide (including tray slides) X 34" high
173. MOBILE FOOD CART, QTY. 1; Vollrath, Model #91955, 60" long X 40" wide (including the tray slides) X 34" high
174. MOBILE HOT FOOD CART, QTY. 1; Duke, Model #HB3HF, Type DC10
175. MOBILE HOT CART, QTY. 1; Duke, Model #KB51F, Type DCI0 72" long X 40" wide (including tray slides) X 34" high
176. MOBILE FLAT TOP CART, QTY. 1; Duke, Model #SN04124, Type 1536IN; 30 1/2 " long X 40" wide (including both tray slides) X 34" high
177. MOBILE FOOD CART, QTY. 1; Duke, Model #435SN 60 1/2" long X 40" wide (including tray slides) X 34" high; This unit has a drop in refrigerated cold pan
178. MOBILE CROCK POT STAND, QTY. 1; Duke, Model # unknown; 30" long X 24 1/2" wide X 24" high with stainless steel top and plate shelf below
179. CROCK POT, QTY. 1; Self-contained single stand crock pot

PIZZA SERVERY - BUILDING #101

180. PIZZA PREP TABLE, QTY. 1; 7' long X 32" wide Consists of three (3) doors of undercounter refrigeration with compressor and lift top storage prep area for 1/3 sized pans
181. MILLWORK CABINET, QTY. 1; 32" long X 30" wide with a 4" back and right hand side splash
182. FRONT CAFETERIA COUNTER, QTY. 1; Millwork, 125" long X 36" wide X 36" high with a 1' recessed tray slide, plastic laminate with wood finish
183. COUNTER TOP THERMAL SHELF, QTY. 1; Merco, Model #TS48
184. PLASTIC BREATH PROTECTOR, QTY. 1; 4' long plastic suspended from the cross bracing of the tent mounted above the Cafeteria Counter
185. UNDERCOUNTER FOOD WARMER, Q'I'Y. 1; Cres Cor, Model # unknown;
186. TABLE TOP THERMAL SHELF, QTY. 1; Manufacturer and model unknown, 66" long X 20" wide
187. STAINLESS STEEL CAFETERIA COUNTER TOP, QTY. 1; 103" long X 36" wide X 36" high and is built into the Millwork Counter, 182

187A. LOW BOY EQUIPMENT STAND, QTY. 1; 97" long X 24" wide X 24" high, 1ocated underneath Stainless Steel Cafeteria Countertop, Item 187

188. COUNTER TOP ELECTRIC BURNERS, QTY. 3; Star, Model 502F
189. DROP-IN HOT WELL, QTY. 1; Eagle, Model #DHT120
190. PLASTIC SNEEZE GUARD, QTY. 1; 96" long
191. CAFETERIA SIDE COUNTER, QTY. 1; Millwork , "L" shaped 116" wide leg, 60" wide leg X 33" wide X 36" high with a 1' tray slide
192. SOFT SERVE YOGURT MACHINE, QTY. 1; Taylor, Model #162-27, Counter top model with 4" legs

193. MOBILE HEATED STORAGE CABINET, QTY. 1; NuVu, Model # unknown
194. DECK OVEN, DOUBLE DECK, QTY. 1; Manufacturer and model unknown, Natural gas fired oven
195. VENTILATOR HOOD, QTY. 1; Normac Sheet Metal Company
196. PLASTIC BREATH PROTECTOR, QTY. 1; 30 1/2" long
197. CEILING MOUNTED HEAT LAMPS, QTY. 3; Merco, Model #930106725-C, ceiling mounted
198. OPEN NUMBER
199. OPEN NUMBER
200. OPEN NUMBER

WALK-IN COMPLEX - BUILDING #101

201. DAIRY WALK-IN, QTY. 1; Jamison, Provided with a large stainless steel door with three hinges
202. MOBILE STAINLESS STEEI, TABLE WITH UNDERSHELF, QTY. 1; 30" X 30" mobile table with undershelf
203. MEAT WALK-IN WITH FREEZER, QTY. 1; Freezer compartment adjacent with inside door access. Freezer manufactured by Jamison, model #UC-D
204. FRUIT AND VEGETABLE WALK-IN, QTY. 1
205. OPEN NUMBER
206. OPEN NUMBER
207. OPEN NUMBER
208. DRY STORAGE SHELVING, QTY. 1; Consists of non-typical food storage shelving with adjustable shelve

SERVERY - BUILDING 301

301. STAINLESS STEEL EQUIPMENT STAND, QTY. 1; 80" long X 33" wide X 24" high with an 18" stainless steel backsplash
302. COUNTER TOP ELECTRIC GRILL, QTY. 1; General Electric, Model #CG-57 36" long X 26" wide
303. MOBILE DUMP STATION WITH HEAT LAMP, QTY. 1; Carlisle Foodservice, Model #HL7237, Date of manufacturer 1/97
304. TABLE TOP FRYER, QTY. 1; Wells, Model # unknown
305. MOBILE STAINLESS STEEL WORKTABLE, QTY. 1; 32" long X 30" wide X 34" high with stainless steel undershelf
306. CONVEYOR TOASTER, QTY. 1; Savory, Model # ST-1
307. THREE COMPARTMENT ROLL-THRU REFRIGERATOR, QTY. 1; McCall, Model # unknown
308. STAINLESS STEEL URN STAND AND SINK, QTY. 1; Merenka, Custom Fabricated 82" long X 30" wide X 36" high
309. COFFEE URN, QTY. 1; Blickman, Model #CR-4.E Touch-n-Brew
310. FRONT CAFETERIA COUNTER, QTY. 1; 320" long X 32" wide X 36" high
311. ICE TEA DISPENSER, QTY. 1; Rubbermaid
312. COFFEE BREWER AND HOT PLATE, QTY. 1; Bunn, Model #STF20
313. SODA/ICE DISPENSER, QTY. 1; Servend, Model #MD-150
314. PLEXIGLAS BREATH PROTECTOR, QTY. 1;
315. CEILING MOUNTED HEAT LAMPS, QTY. 4; Merco, Model # unknown

316. DROP-IN HOT WELLS, QTY. 1; APW, Model # unknown
317. CAFETERIA SANDWICH UNIT, QTY. 1; 48" long X 33" deep
318. PLASTIC BREATH PROTECTOR, QTY. 1; Ceiling mounted
319. PLASTIC BREATH PROTECTOR, QTY. 1; Ceiling mounted
320. VENTILATOR, QTY. 1; Manufacturer and model # unknown
321. FIRE PROTECTION SYSTEM, QTY. 1; Range Guard, Wet Chemical System
322. REACH-IN REFRIGERATOR, QTY. 1; True, Model # GDM-26
323. REACH-IN REFRIGERA'I'OR, Q'I'Y. 1; True, AE44
324. FREEZER MERCHANDISER, QTY. 1; Iberian, Model # unknown
325. OPEN NUMBER
326. OPEN NUMBER
327. OPEN NIJMBER
328. OPEN NUMBER
329. OPEN NUMBER

KITCHEN AREA - BUILDING 301

330. SOILED DISHTABLE, QTY. 1; 160" long X 36" wide X 38" high
331. SCRAPING UNIT, QTY. 1; Salvajor, Scrapmaster, Model #SCM
331A. WASTE DISPOSER, QTY. 1; InSink Erator, Model #300
332. STAINLESS STEEL WALL SHELF, QTY. 1; 106" long X 21" deep
333. WAREWASHER, QTY. 1; Vulcan, Model #A64
334. CLEAN DISHTABLE WITH SINK, QTY. 1; 101" long X 34" wide X 38" high
335. WALL SHELF, QTY. 1; 90" long X 12" deep
336. OPEN NUMBER
337. MOP SINK, QTY. 1
338. WALL MOUNTED HOSE STATION, QTY. 1; Manufacturer and model unknown
338A TWO COMPARTMENT PREP SINK QTY. 1; 93" long X 30" wide X 36" high
339. HAND SINK, QTY. 1; 22 " X 1 8 " deep with splash mounted faucet
340. DROP DOWN DOOR FREEZER CABINET, QTY. 1
341. CABINET MOUNTED STEAMER W/ DOUBLE TRUNNION TILT KETTLES, QTY. 1; Market Forge, Model #ST-AS
342. MOBILE STAINLESS STEEL CABINET, QTY. 1
343. SPACER UNIT, QTY. 1
344. GRIDDLE TOP RANGE, QTY. 1; General Electric, model # unknown
345. FRYER, QTY. 1; General Electric, model # unknown
346. FILLER CABINET, QTY. 1
347. SLICER, QTY. 1
348. FREEZER, QTY. 1; McCall, Model # unknown
349. EQUIPMENT TABLE STAND, QTY. 1
350. HOT DISPLAY MERCHANDISER, QTY. 1; Hatco, Flavor Saver, Model #FST-1
351. ICE-MAKER WITH BIN, QTY. 1; Hoshizaki, Model #KM280MAE
352. REACH-IN REFRIGERATOR, QTY. 2; Vendor (Coca-Cola) supplied
353. TWO-DOOR ROLL-IN REFRIGERATOR, QTY. 1; McCall, Model #L1-1002
354. DEEP FREEZE UNIT, QTY. 1; Kelvinator, Model # unknown
355. PREP TABLE WITH TWO-COMPARTMENT SINK, QTY. 1; Marenka, Custom Fabricated
356. WORKTABLE WITH MOUNTED POT/UTENSIL RACK, QTY. 1
357. VENTILATOR , "L" shaped ventilator, QTY. 1

EXHIBIT III

Food Services – Past Sales Figures

Monthly actual sales figures submitted by Guest Services, Inc. and are accurate to the best of the Government's knowledge.

October, 1997

Total Sales	77,504
Customer Count	25,546
Check Avg.	$3.01
Cafeteria	$49,394
Catering	$14,490
Lunch Club	$5,560
Snack Bar	$7,455
Vending	$605

November, 1997

Total Sales	$71,130
Customer Count	20,741
Check Avg.	$3.40
Cafeteria	$42,039
Catering	$17,289
Lunch Club	$4,401
Snack Bar	$6,686
Vending	$715

December, 1997

Total Sales	$60,390
Customer Count	22,086
Check Avg.	$2.71
Cafeteria	$43,042
Catering	$5,941
Lunch Club	$4,091
Snack Bar	$6,860
Vending	$605

January, 1998

Total Sales	$56,567
Customer Count	22,400
Check Avg.	$2.50
Cafeteria	$42,851
Catering	$984
Lunch Club	$5,202
Snack Bar	$6,957
Vending	$549

February, 1998

Total Sales	$58,947
Customer Count	22,629
Check Avg.	$2.58
Cafeteria	$43,021
Catering	$2,879
Lunch Club	$5,696
Snack Bar	$6,858
Vending	$493

March, 1998

Total Sales	$91,785
Customer Count	26,766
Check Avg.	$3.40
Cafeteria	$51,055
Catering	$26,846
Lunch Club	$5,874
Snack Bar	$7,372
Vending	$638

April, 1998

Total Sales	$75,359
Customer Count	26,015
Check Avg.	$2.87
Cafeteria	$51,797
Catering	$10,048
Lunch Club	$4,796
Snack Bar	$8,002
Vending	$716

May, 1998

Total Sales	$91,035
Customer Count	24,486
Check Avg.	$3.69
Cafeteria	$51,224
Catering	$27,446
Lunch Club	$5,032
Snack Bar	$6,673
Vending	$660

June, 1998

Total Sales	$86,467
Customer Count	27,521
Check Avg.	$3.12

Cafeteria	$55,001
Catering	$17,429
Lunch Club	$5,129
Snack Bar	$6,196
Vending	$721

July, 1998

Total Sales	$77,042
Customer Count	26,315
Check Avg.	$2.90
Cafeteria	$54,249
Catering	$9,812
Lunch Club	$4,300
Snack Bar	$7,956
Vending	$725

August, 1998

Total Sales	$61,960
Customer Count	24,598
Check Avg.	$2.49
Cafeteria	$46,792
Catering	$2,274
Lunch Club	$4,686
Snack Bar	$7,401
Vending	$807

September, 1998

Total Sales	$89,116
Customer Count	25,726
Check Avg.	$3.44
Cafeteria	$49,230
Catering	$25,514
Lunch Club	$4,317
Snack Bar	$9,362
Vending	$693

October, 1998

Total Sales	$85,059
Customer Count	25,021
Check Avg.	$3.37
Cafeteria	$51,025
Catering	$19,916
Lunch Club	$5,107
Snack Bar	$8,302
Vending	$709

November, 1998

Total Sales	$71,449
Customer Count	25,221
Check Avg.	$2.81
Cafeteria	$44,439
Catering	$14,937
Lunch Club	$3,929
Snack Bar	$7,574
Vending	$570

December, 1998

Total Sales	$60,159
Customer Count	22,520
Check Avg.	$2.65
Cafeteria	$43,228
Catering	$4,366
Lunch Club	$4,264
Snack Bar	$6,839
Vending	$462

January, 1999 (Contractor changed accounting/reporting system)

Total Sales	$54,653
Customer Count	20,207
Check Avg.	$2.70

February, 1999

Total Sales	$61,888
Customer Count	17,182
Check Avg.	$2.47

March, 1999

Total Sales	$82,322
Customer Count	23,947
Check Avg.	$3.44

April, 1999

Total Sales	$76,857
Customer Count	24,965
Check Avg.	$3.08

May, 1999

Figures are not available

June, 1999

Total Sales	$80,376
Customer Count	24,826
Check Avg.	$3.24

July, 1999

Total Sales	$70,566
Customer Count	23,424
Check Avg.	$3.01

August, 1999

Total Sales	$68,240
Customer Count	24,055
Check Avg.	$2.84

September, 1999

Total Sales	$97,314
Customer Count	23,067
Check Avg.	$4.22

October, 1999

Total Sales	$90,425
Customer Count	21,484
Check Avg.	$4.21