

5. **SECTION B - SCOPE OF SERVICES:**
(INSERT SCOPE OF SERVICES, WORK STATEMENT, ETC., BY THE USING DEPARTMENT IN THE FOLLOWING ORDER)

5.1. Background

- a. The Council Office Building (COB) is to be serviced under this solicitation and resulting contract. It is the intent of Montgomery County, hereafter referred to as the "County", to enter into contract with a qualified entity to operate and maintain the food service facility and a brand coffee/espresso bar. Offerors must submit a proposal for the Council Office Building food service facility.
- b. The Contractor's primary mission will be the satisfaction of customers' needs by providing excellent service with quality and healthy food that meet the requirements specified in this RFP.
- c. The food service facility at the County Office Building has an estimated 30 seats dining area and is also available for pick up by the community without going through security. The offeror must submit a proposal detailing the management of the facility to ensure delivery of healthy, well-prepared food in a sanitary environment by a responsive, dependable work force that is fully staffed.
- d. The County's food service facility has been conscientiously planned to fulfill the food service needs of various individuals including:
- e. Council Office Building: County employees, and elected officials, visitors to the County Council Office, Executive Office, the Courthouse buildings, and other visitors who are within a 2-to-5-minute walking distance from their office or homes.

5.2 OPERATING REQUIREMENTS

The operating requirements, which follow, establish the scope of services expected of the Contractor.

- a. The Contractor shall manage and operate in its name, the food service area and the County building as specified below. The Contractor shall operate said facilities for the purpose of serving food, non-alcoholic beverages, snacks, and such other items as may be authorized by the County in accordance with all the terms, conditions, and attachments herein specified.
- b. Services rendered by the Contractor shall include the following:
 1. The Contractor is required to offer healthy food initiatives and shall be responsible for providing a variety of quality and nutritionally prepared foods at a reasonable price including but not limited to salads, deli style sandwiches, soups, breakfast, and lunch grill items. All initial menus and menu offerings as well as requests for changes to menu, content, or general format shall be submitted to the Contract Administrator for approval.
 2. Cafeteria dining and Coffee/Espresso Bar Operation at 100 Maryland Avenue, Rockville, MD.
- c. The Contractor shall additionally provide periodic special services as follows.
 1. Preparing foods and beverages for special functions, such products to be picked up or delivered as pre-arranged.
 2. Catering specific conferences, meetings, or other affairs of the County in:
 - a) the County Council Building, 100 Maryland Avenue, Rockville, MD.

5.3 DESCRIPTION OF FACILITIES

Specific food service facilities and/or areas where food service may be required include the following:

- a. 100 Maryland Avenue (located on 2nd floor)

The existing kitchen and dining hall area was designed to support a dining area of approximately 30 people and a kitchen without grill but all warm up equipment and food preparation. The Contractor, within 30 days after being notified by the County, that services are expected to begin, must visit the facility to suggest proper reconfiguration.

The County is committed to provide programs and services that are accessible to people with disabilities. In order to provide access to the food services program, dining surfaces, check out aisles, food service lines, and other self-service equipment intended to be used by employees or visitors using the food service program, whether built in or free standing, must comply with the 2010 Standards for Accessible Design. Contractor proposals will be reviewed by the County to ensure that these requirements are met.

2. The brand Coffee/Esspresso Bar may be an over-the-counter service or a standalone kiosk operation. **The offeror must submit a plan with its proposal for the brand coffee/esspresso bar operation.**

5.4 HOURS OF SERVICE

- a. The hours of service are listed below. All food service facilities cited in this proposal are expected to maintain this service schedule except during county holidays.

Cafeteria	Monday through Friday
Breakfast/Lunch/Dinner	7:00 AM to 5:00 PM
Coffee/Esspresso Bar Operation	7:00 AM to 5:00 PM

- b. No food service is required on Saturday or Sunday. However, upon mutual agreement with the County, the contractor may operate for longer hours, for potential emergencies, or for special events outside of the required hours.

HOLIDAY SCHEDULE

Holidays observed by the County include:


New Year's Day
 Martin Luther King, Jr., Day – third Monday in January
 President's Day – third Monday in February
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

5.5. USE OF FACILITIES – DIRECT USE

The physical facilities made available to the Contractor under the contract shall not be used in connection with operations not included in the contract. The Contractor, with prior approval from the Contract Administrator, may utilize centralized food preparation and storage sources located elsewhere

from which distribution is made to this facility operated by the Contractor. The contractor may also advertise with discount coupons.

5.6. PERSONNEL

- a. The Contractor managing the food service facility will be required to employ one full-time Manager/Supervisor to be assigned to the County Office Building. The Manager/Supervisor shall have a minimum of two years of consecutive employment in a position with comparable experience.
- b. The Contractor will recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the County's food service facility. All personnel furnished by the Contractor shall at all times and for all purposes be solely in the employment of the Contractor. At no cost to the County, all employees must go through a criminal background check. The contractor must email the Contract Administrator upon each employee passing the background investigation.
- c. Employees of the Contractor who serve customers directly must be able to communicate proficiently with them in English and are expected to be courteous to customers at all times.
- d. Employees of the Contractor shall be appropriately uniformed and easily recognized when performing their work assignments at both County's office building. The term "appropriate uniforms" is interpreted to include all apparel, nametags, hats, hairnets, etc. Uniforms will be distinctive in order to identify the Contractor's personnel.
- e. Shoes shall be sturdy construction and shall cover the foot to meet sanitation and safety requirements. Open-toed shoes or sandals shall not be worn.
- f. All personnel engaged in food preparation or service shall wear hairnets, if their hair exceeds two inches in length. Gloves shall be worn and changed, as required by the Montgomery County Department of Health and Human Services.
- g. All personnel shall wear nametags furnished by the Contractor. In addition, the tags worn by the Manager and Supervisors shall indicate their job titles.
- h.  The Contractor managing County's food service facility at the COB shall assure that a Manager/Supervisor is available at the COB location during all hours of operation.
- i. The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of their employees.

5.7. SPACES ON PREMISES ASSIGNED TO THE CONTRACTOR

- a. The facilities will be provided at 100 Maryland Avenue located on the 2nd floor. The assigned food service space, equipment, and facilities shall be returned to the County at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, reasonable wear and tear expected. It shall be the Contractor's responsibility to maintain assigned spaces in good condition throughout the term of the contract in a manner befitting to the County.
- b. The County will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials or equipment, or to any of the Contractor's employees' personal belongings brought onto the premises.
- c. The Contractor will be responsible for procuring, installing, and maintaining telephone, copying, computer, and general office equipment used in spaces assigned to the Contractor. Unless otherwise authorized, the Contractor will be prohibited from using telephone, copying, computer or general office equipment that is owned, rented, or leased by the County.

5.8. SERVICES PROVIDED TO THE CONTRACTOR

- a. The County shall provide, at no charge to the Contractor, the following necessary utilities and service for the food service operations including the coffee/espresso bar operation in the County office buildings at 100 Maryland Avenue, Rockville, MD.
 1. Electricity
 2. Gas (if the building is equipped)
 3. Heating per building policies of the County's Energy Conservation Program
 4. Air conditioning per building policies of the County's Energy Conservation Program
 5. Hot and cold running water
 6. Ventilation
 7. Building maintenance and repairs for major structural items such as surfaces, walls, and ceiling, and the replacement of light bulbs in all light fixtures requiring re-lamping. The County shall provide the containers for trash and recycling and shall provide for waste/recycling removal service. The Contractor will be responsible for delivering the trash and recyclable items to the designated area.
- b. The County shall not guarantee the uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring any interrupted service. The County shall not be liable for product or revenue loss, which may result from interruptions or failure of the above services.

5.9. TERMS OF CONTRACT

- a. Financial Procedures and Compensation
 1. Outside of providing the specified space, utilities and services, the County will in no way subsidize the food service operation. The County will obtain no part of any profits earned, nor be responsible for any loss incurred pursuant to the food service operations provided by the Contractor.
 2. The Contractor must submit to the County, upon request, a statement of operation, including gross sales for the County Office Building, catering sales, coffee/espresso bar sales, profit and loss statement, and customer counts for each operation. The Contractor must maintain records of all sales and expenses daily for the food services operation, which must be available for the County's inspection during regular business hours within 24 hours' notice.

5.1. CONTRACTOR'S RESPONSIBILITIES

- a. Acquisition
 1. The Contractor will maintain a program to procure food, beverages, supplies, and equipment needed in the operation of the County's food service.

At its own expense, the Contractor shall be responsible to provide any additional portable equipment **less than \$1,500** which it deems necessary for the operation of the food service facilities. The equipment will remain the property of the Contractor.

2. The objectives of the acquisition program are:
 - a. maintain the continuity of supply to support the food production requirements,
 - b. minimize the required investment in inventory consistent with economic advantage and speed of supply,
 - c. maintain established standards of quality,
 - d. procure items at the lowest cost consistent with the quality and service required, and

e. maintain the competitive position of the operation in the market.

b. Sanitation and Safety

1. The Contractor shall maintain, at all times, the County's food service facility including the coffee/espresso bar in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes, and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food service facility is subject to inspection by the County's Department of Health and Human Services, as well as other authorized officials.
2. The Contractor shall adhere to the following:
 - a. The contractor shall be responsible for supplying all of their own cleaning products, supplies, and equipment (i.e. vacuums, mops, buckets, brooms, detergent, cleaning solutions, trash can liners, paper, and plastic products, etc.).
 - b. Vacuuming and deep cleaning of carpets in the dining area is done using a powered brush-type carpet vacuum machine. Vacuuming includes the removal of gum and spots. After vacuuming, the carpeted area shall be free of all visible litter and soil. Perform deep cleaning services for carpet to remove stains and generally improve sanitation levels.
 - c. Damp mopping is performed to disinfect the floor in areas where wet mopping is not desirable (e.g., in dining areas on other than carpeted floors).
 - d. All floors, except concrete or carpet, shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of non-skid floor finish (except ceramic or terrazzo floors that does not need the floor finish).
 - e. Waste and recycling receptacles shall be emptied and cleaned. Waste and recycling receptacles are clean when free of dust, dirt, and other matter.
 - f. Damp wiping of furniture, decorations, and non-food contact surfaces.
 - g. Duct and Louver Cleaning. Ducts, louvers, and vents are vacuumed to remove all visible dust, dirt, and other foreign matter and the surface is damp-wiped to remove spots and streaks. Cleaning the interior of ducts or conduits is not included.
 - g. In preparation, production, and service areas, the Contractor shall maintain in the stated sanitary condition all fixtures, equipment, paraphernalia, materials, utensils, floor surfaces, and all walls, ceilings, and interior windows. All customer food service areas shall be cleaned free of spills throughout the day, including counters, soup stations, salad bars, etc.
 - h. In all dining areas, the Contractor shall dedicate at least one person to perform the following:
 1. monitor the dining areas during service hours to ensure they are maintained in a clean and orderly fashion.
 2. wipe all tables and chairs with a damp cloth after use with a disinfectant solution and dried with a clean dry cloth. At least one person should be dedicated to this task during hours of operation.
 3. provide an adequate number of plastic-lined containers and/or personnel to maintain said containers in a condition to allow easy and clean trash disposal during peak service

periods. Personnel shall check and empty refuse and recycling containers as needed during hours of operations.

4. vacuum, sweep, or damp mop floor surfaces on a continual basis and/or following each meal period; and
 5. adhere to sanitation regulations for dish-machine recommended temperatures or the use of chemical sanitizers.
- i. The Contractor shall keep all areas clean and hygienic, providing a healthy and clean environment for customers. Contractor must meet or exceed the health standards set by the Department of Health and Human Services.

c. Quality Standards

1. The Contractor shall serve appetizing, wholesome, and nutritional foods under clean and sanitary conditions. The Contractor shall maintain the high quality standards of the County through strict adherence to established purchase specifications, standard recipes, cooking techniques and temperatures, and portion sizes.
2. Furthermore, the Contractor shall hold the County harmless from any loss, cost, damages, or other expense that may result from the Contractor's failure to abide by these standards.

d. Menus

The Contractor shall be responsible for providing a variety of quality and nutritionally prepared foods at a reasonable price including but not limited to salads, deli style sandwiches, soups and breakfast and lunch items. Initial menus and menu shall be submitted to the Contract Administrator for approval. The menus and particular food items proposed shall be developed in accordance with the following criteria:

1. Menu item specials and/or special-event menus evolving around specific themes are anticipated to enhance the food service facilities, including daily specials or theme days, following approval by the Contract Administrator.
2. The County requires that the Contractor continually exercise a considerable amount of innovation and creativity with respect to menu planning giving special attention to providing a daily selection of items meeting nutritional and dietary requirements such as low calorie, low salt, no trans-fat and provide nutritional labels on all pre-packaged items which the County desires to have available in quantities adequate to provide speedy service for customers.
3. Cycle menus and prices will be available for posting one week in advance. Every effort should be made to adhere to the posted menus. The Contractor may also create a web site for additional advertising.
4. During each serving period, easy-to-read menu boards with listed prices shall be prominently displayed for the information of the patron and will complement the décor of the dining room. In addition, item prices will be prominently displayed in areas where items are available for selection. The Contractor is expected to provide all necessary and appropriate menu boards.

e. Portions/Pricing

1. The item-by-item prices and portion sizes submitted in response to this Request for Proposals, and as agreed to by the Contractor and the County shall become the initial Price and Portion

Guide of the Contract. The established portion sizes and pricing structure shall be based on established purchase specifications, standard recipes, food cost margins and other relevant factors that are determinants of portion sizes and pricing structures.

1. The prices to be charged for food and other products serviced by the Contractor shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the premises for comparable products, similarly prepared, and of like quality and portion.
2. The Contractor must submit in writing supporting documentation justifying the Contractor's request. A request for a price adjustment may not be approved unless the Contractor submits sufficient justification to the County to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract. The price adjustment will become effective upon approval from the Contract Administrator and upon price change of the product(s) sold to the consumer. No single item shall be subject to a price increase more than two (2) times in any twelve (12) month period. The County shall review the request for a price adjustment and respond to the Contractor in writing within forty-five (45) days after receipt of the Contractor's request.

f. Fire and Other Emergencies

The Contractor shall immediately call the Montgomery County Fire & Rescue Service or the Department of Police (911) and notify the Contract Administrator in the event of fire or other emergency. All employees shall be trained by the Contractor and shall comply with respect to fire, civil defense, bomb threat, and other emergency procedures established by the County.

g. Security

The Contractor's security perimeter includes all of the food service space previously described and identified. The areas under the Contractor's jurisdiction shall always be their responsibility relative to security. The County provides periodic patrol of the County Office Building at 100 Maryland Ave. during non-business/working hours and all Contractor employees will be required to wear ID badges.

The food service facilities have been equipped with a locking door system separate and apart from other areas of the County office buildings. Designated employees of the Contractor shall have the responsibility to secure the areas following normal operating hours. Designated employees of the Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off, and appropriate doors locked as necessary when facilities are closed.

h. Cashiering

The Contractor shall be responsible for providing the necessary electronic cash registers for the food service, to include their installation, and assumption of their maintenance requirements. A cash register system shall be selected according to the following specifications.

1. The machines will be electronic cash registers.
2. The registers will issue an itemized receipt and be provided to the customer.
3. The registers on a daily basis will automatically prepare an abstract of food items sold with price extensions.
4. The Contractor shall insure that a sufficient number of cash registers are available to adequately meet the requirement of each food service area and for the convenience store operation.

5. The Contractor has the option to use credit or debit card transactions.

i. Customer Flow Rates

The Contractor must provide sufficient personnel to ensure that customers are served at the following rates:

1. Grill line for breakfast and lunch - 3 customers per 2 minutes
2. Deli line for cold sandwiches - 3 customers per 2 minutes
3. Cashiers - each cashier - 5 customers per minute

j. Performance Standards

In addition to the requirements specified in this Request for Proposals, the Contractor will be required to meet the following performance standards.

1. Both current and following week's menus are posted at all times.
2. The cafeteria manager or immediate assistant for 100 Maryland Ave. shall be in the serving area or dining area floor during the lunch period to monitor operations and assist customers. Under no circumstances will managers replace cashiers on a full-time basis.
3. A cashier shall be at the register at all times.
4. All prices must be marked, posted, and displayed next to the item, i.e., salads, desserts, and bottled juices.
5. Calorie and cholesterol counts, etc., for all entrees must be posted and displayed.
6. A variety of made-to-order deli sandwiches, pre-made and dated sandwiches, salads, and soups, must be available at the cafeteria throughout the lunch period.
7. The Contractor must provide visible customer comments and suggestion cards at the cafeteria and also conduct an annual customer Satisfaction Survey. The results of the survey are to be submitted to the Contract Administrator.
8. The Contractor will be expected to be conscientious about cleanliness in all areas: serving, dining, cooking, kitchen, storage, dishwasher, refrigerator.
9. Tableware (eating utensils, dishes, glasses, trays, etc.) and table appointments (napkins, sugar, salt, pepper, etc.) shall be replenished to ensure availability to all patrons without waiting.

k. Graphics

The Contractor will be authorized to display their logos at designated locations within the Montgomery County Government Center complex's food service areas after approval of the Contract Administrator.

l. Service

1. It will be the direct responsibility of the Contractor to manage the County's food service operations in accordance with such policies, standards, and procedures as may be established by the County.

2. The Contractor shall prepare and serve food and beverages at regular breakfast, luncheon, and coffee break periods on the County's regular business days. Established meal times will be promptly observed regarding opening of the cafeteria and the serving lines.

m. Tabletop/Small Ware Selection

1. The Contractor will provide an initial inventory of small wares for use in the cafeteria to include utensils and plastic flatware, paper/plastic beverage holders, and other such items. The Contractor will maintain this par level of all small wares.
2. Service ware for carryout service shall be selected with attention to obtaining high quality disposable pieces consistent with the County's expected quality of service. Carryout service ware selection shall be consistent with the County's Department of Environmental Protection (DEP) recycling efforts and regulations. The Contractor is expected to participate in existing and future recycling programs. It is the intention of the County to maximize the use of recycled materials and products. The Contractor is therefore, requested to use, to all extent possible, **recycled products** in the performance of their service to the County, i.e. carryout boxes, napkins, receipts, bags, plastic ware, invoices, etc. made of recycled material. No Styrofoam products will be used.
3. **Montgomery County's Carryout Bag Law: All retail establishments in Montgomery County that sell goods and provide their customers a carryout bag (either paper or plastic) are required to charge 5 cents per bag.**

n. Maintenance/Repairs

1. The Contractor, at its own expense, shall be responsible for all required cleaning, maintenance and repairs to all equipment (including grill), and appliances, in accordance with manufacturers' standards, specifications, and schedules. All equipment including grill and appliance should be repair within 5 business days.

The Contractor shall not make or cause to have made any major repairs or modifications to the physical structures (walls, ceilings, floors, etc.) without the prior written approval of the Contract Administrator.

2. The Contractor must furnish, other locations within the Montgomery County Government Center complex/Public Safety Headquarters service components and auxiliary equipment necessary to serve catered functions in conference rooms at no charge to the County.
3. Food service equipment and appliances to be maintained shall include, but not limited to: refrigerators, slicers, ovens, steam-kettles, freezers, dishwashers, broilers, mixers, ice machines, disposals, fryers, coffee urns, ranges, griddles, steamers and toasters.
3. The Contractor, at its own expense must provide replacement appliances **less than \$1,500** which become unserviceable or otherwise fails to comply with any and all specifications set forth in this Contract. The appliances shall be installed at the expense of the Contractor. All replaced appliances will remain the property of the Contractor for the duration of the Contract.
5. A tour of the kitchen dining hall and cafeteria will be conducted at another date after the virtual **pre**-submission conference. All equipment can be viewed by prospective offerors at that time. The capital equipment and appliances will be provided, at the beginning of the contract, in good working order. Other than the replacement appliances provided by the Contractor at its expense, at the termination of the contract, the Contractor will return all the capital equipment and appliances (reasonable wear and tear exception) to the County in good working order.

6. Damage to any capital equipment and appliances out of the lack of preventive or routine maintenance, facilities, or property of the County due to misuse or neglect on the part of the Contractor or the Contractor's employees shall be repaired or replaced to the satisfaction of the County at the expense of the Contractor.

The County will notify the contractor 30 days prior to the date when services are expected to begin. The contractor must, within 30 days, visit the site to test all capital equipment and appliances and confirm that customer traffic flows are adequate. If in the contractor's opinion repairs or modifications need to be made, the contractor must provide in writing the deficiencies in a time frame which will allow the County to make repairs or modifications prior to the opening day. After this site visit, upon mutual agreement, the County and the Contractor will decide what capital equipment and/or appliances will remain and what items will be removed.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which the Contractor must perform all work upon the County's issuance of a Notice to Proceed and ends after a three (3) year period. The contractor must also perform all work in accordance with the time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) times for one (1) year each.

6.2 PRICE ADJUSTMENTS

- 6.2.1. Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment after this two-year period is subject to the following:
 - 6.2.1.1. Approval or rejection by the Director, Office of Procurement or designee
 - 6.2.1.2. Submission in writing to the Director, Office of Procurement, accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits sufficient justification to the county to support that the contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 6.2.1.3. Submission within sixty (60) days prior to the contract expiration date if the contract is being amended.
 - 6.2.1.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 6.2.1.5. The County will approve only one price adjustment for each contract term if a price adjustment is approved.
 - 6.2.1.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.
- 6.2.2. If pricing is based on percentage discounts, the percentage discount is fixed throughout the term of the contract.