



**General Services Administration  
National Capital Region  
Public Buildings Service  
Potomac Service Center  
Washington, DC**

## **SPECIFICATIONS AND PROPOSAL FORMS**

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### **COVER PAGE**

**PROJECT:** Cafeteria Services

**RECEIPT**

**TIME and DATE:** Tuesday, December 18, 2012  
3:00 P.M. (EST)

**DELIVER TO:** GSA, Regional Office Building  
Concessions Office  
Attention: XXXX, Contract Specialist  
301 7<sup>th</sup> Street, SW, Room 7415  
Washington, DC 20407

**PERFORMANCE:** U.S. Department of Homeland Security (DHS)  
**LOCATIONS** Headquarters Consolidation at St. Elizabeth Campus  
2701 Martin Luther King Jr. Avenue, SE  
Washington, DC  
and  
U.S. Immigration and Customs Enforcement (Agency)  
U.S. Department of Homeland Security  
Potomac Center North (PCN)  
500 12<sup>th</sup> Street, N.W.  
Washington, DC 20024  
and  
U.S. Department of Homeland Security (Agency)  
Nebraska Avenue Complex (NAC)  
3801 Nebraska Avenue, N.W.  
Washington, DC 20393

**SOLICITATION NO:** RFP-GS-11P-13-MA-D-0025

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**GSAM 515.406-1: UNIFORM CONTRACT ACT**

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163. GSA's hours of operation are 8:00 am to 5:00 pm. Requests for *pre-award* debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for *post-award* debriefings delivered after 4:30 p.m. will be considered received and filed the following business day. This solicitation and any documents related to this procurement will be available on the Internet. All Contractors downloading the solicitation shall notify this office in writing (either by electronic mail or facsimile) in order to be placed on the plan holders' list. Contractors are responsible for downloading their own copy of the solicitation and amendments, if any. The WWW address of the Federal Business Opportunities web page is <http://www.fedbizopps.gov>. It is the Contractor's responsibility to monitor this site for the release of the solicitation and amendments, if any. Contractors may register for electronic notification of postings to the site.

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**In Accordance with GSA’s Affirmative Procurement Program and the Statutes, Regulations, and Executive Orders of the United States, the Contractor is to use green products and supplies in the accomplishment of this contract.**

Please direct all questions regarding this solicitation to:

Name: XXXX, Contracting Officer  
Telephone No.: XXX-XXX-XXXX  
E-mail: XXXX@gsa.gov

Or

XXXX, Branch Chief  
E-mail: [XXXX@gsa.gov](mailto:XXXX@gsa.gov)

Or

XXXX, Contracting Officers Representative  
E-mail: [XXXX@gsa.gov](mailto:XXXX@gsa.gov)

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**Special Notice to Offerors**

A. The successful Contractor shall be fully responsible for providing and accomplishing the required services as outlined in this solicitation. The Contractor is responsible for the operation of the food service facilities at the

**U.S. DEPARTMENT OF HOMELAND SECURITY (DHS)  
HEADQUARTERS CONSOLIDATION AT ST. ELIZABETHS CAMPUS  
2701 MARTIN LUTHER KING JR. AVENUE, SE  
WASHINGTON, DC 20032**

and

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (AGENCY)  
U.S. DEPARTMENT OF HOMELAND SECURITY  
POTOMAC CENTER NORTH  
500 12<sup>th</sup> STREET  
WASHINGTON DC 20024**

and

**DEPARTMENT OF HOMELAND SECURITY  
NEBRASKA AVENUE COMPLEX (NAC)  
3801 NEBRASKA AVE.  
WASHINGTON, DC 20393**

- B. The Offeror must submit an offer/bid for each **evaluation factor** in order to be considered for award.
- C. In order to be considered for award, the offeror must acknowledge receipt of each amendment issued (if any) under this solicitation by submitting three (3) signed and dated copies of the Standard Form 30 (Amendment of Solicitation/Modification of Contract) issued for each amendment.
- D. Facsimile (FAX) bids are **unacceptable** in response to this solicitation.
- E. **Deficiencies and Unacceptable Proposals**. Offerors are cautioned that an offer may be rejected as non-responsive if it is deficient and thereby unacceptable because it does not answer the evaluation factors completely or meet the Government requirements.
- F. **Interruptions in Government**. Should inclement weather, interruption in Government operations or other unanticipated events occur that interrupt normal Government processes or require the closing of the Government on the bid due date, the bid will be due at the same time of the next Government workday unless notice is given to the contrary by the contracting office.
- G. **Executive Order 12989**. Economy and efficiency in Government procurement through compliance with certain immigration and naturalization act provisions, is in effect and must be complied with under any contract(s) resulting from this invitation for bids. In accordance with Executive Order 12989, Contractors are responsible for compliance with immigration laws and are hereby notified that any and all suspected infractions shall be reported to the Immigration and Naturalization Service.

**PRE-BID CONFERENCE and TOUR at the CAFETERIA FACILITIES**

The purpose of the Pre-Bid Conference and tour is to provide a briefing on the contracting concept, the scope of work, and the specifications, so that offerors can ascertain the complexities of the services to be performed. Offerors will also be briefed on the vision of GSA to have a cafeteria that is consistent with Federal work/life programs, including employee wellness, satisfaction and sustainability.

Questions can be submitted after the Pre-Bid Conference and an addendum to the Request for Proposals will be submitted with responses.

**MEMORANDUM TO: All Prospective Offerors**

**SUBJECT: Request for Proposals (RFP) GS-11P-13-MA-D-0025  
Cafeteria Services**

The General Services Administration invites you to attend a **Pre-Bid Conference** which will be held at the time and place listed below:

**LOCATION:** U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (AGENCY)  
U.S. DEPARTMENT OF HOMELAND SECURITY  
POTOMAC CENTER NORTH  
ROOM 1018  
500 12<sup>th</sup> STREET  
WASHINGTON DC 20024

**and then the group will travel with their own transportation to**

U.S. DEPARTMENT OF HOMELAND SECURITY (DHS)  
HEADQUARTERS CONSOLIDATION AT ST. ELIZABETHS CAMPUS  
2701 MARTIN LUTHER KING JR. AVENUE, SE  
WASHINGTON, DC 20032  
Enter Gate 2 then we will proceed as a group to Building 33/34 and then to USGS building.

**DATE: Tuesday, November 27, 2012**  
**Pre-Bid Meeting starts at 9:30 AM at PCN**  
**St Elizabeths tour starts at 1:00 PM**  
On-site clearance process will take approximately 30 minutes at both facilities please arrive 30 minutes before meeting time..

A walk-thru of the two facilities (back and front of house) will be part of the pre-bid meeting. Offeror can take pictures during walk through of the facilities.

The St Elizabeths campus is an active construction site and visitors to the campus must wear appropriate footwear for a construction site (no open toe shoes, sneakers, heels, etc), a reflective vest, a hard hat and safety glasses. Please bring these items to tour the Campus.



The General Services Administration invites you to attend a **tour of the facility** which will be held at the time and place listed below:

**LOCATION:** DEPARTMENT OF HOMELAND SECURITY  
NEBRASKA AVENUE COMPLEX (NAC), BUILDING 14  
3801 NEBRASKA AVE.  
WASHINGTON, DC 20393

**DATE:** **Wednesday, November 28, 2012**  
**Open House at 9:30 AM till 12:00 PM**  
On-site clearance process will take approximately 30 minutes.

A walk-thru of the facilities (back and front of house) will be part of the tour.  
Offeror can take pictures during walk through.

XXXX  
phone: (XXX) XXX-XXXX  
e-mail: [XXX@gsa.gov](mailto:XXX@gsa.gov)

**and**  
XXXX  
Contracting Officer  
Phone: (XXX) XXX-XXXX  
Fax: (XXX) XXX-XXXX  
e-mail: [XXX@gsa.gov](mailto:XXX@gsa.gov)

**All offerors attending the Pre-Bid Conference and Open House must submit their full name, company, date of birth, country of citizenship and a copy of driver's license or Government issued identification via email to the Points of Contact above for security clearance into the buildings by Monday, November 19 2012 for clearance.**

**Entry will not be granted to persons whom have not submitted the above information by date requested and that do not have a valid driver's license or Government issued identification with their picture.**

It is advantageous for each offeror to have qualified representation at the Pre-Bid Conference and tour to understand the total result desired by the Government.

Plans of the Served and Kitchen are available and may be requested by writing to [XXXX@gsa.gov](mailto:XXXX@gsa.gov). Provide your full mailing address and plans will be mailed on request. Plans may not reflect current equipment or current layout of the facility and the Government cannot be held responsible for accuracy.

All questions, other than requests for plans, are to be submitted via e-mail to [XXXX@gsa.gov](mailto:XXXX@gsa.gov) after the pre-bid meeting and **must be submitted by Tuesday, December 04, 2012**. Any questions submitted after this date will not receive a response.

<b>Description/Specification</b>
----------------------------------

**1. Statement of Work:**

**A. Description of Services.** The Contractor shall establish and operate all of the food service facilities described herein for the purpose of dispensing food, nonalcoholic beverages, supporting catering events as requested and such other items as may be authorized by the contracting officer (CO) in accordance with the terms and conditions of this contract.

**B. Scope of Work.** The Contractor shall establish and operate in the Contractor's name, the food service facilities for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Contracting Officer's Representative (COR), in accordance with all terms and conditions specified herein at all of the following facilities.

**ST. ELIZABETHS CAMPUS**

The Building 33/34 cafeteria and the US Coast Guard Café are to be operated for the benefit of an average of approximately 3,900 Coast Guard Building occupants and 55 GSA campus occupants. In addition, the campus has an average of approximately 520 visitors during the day that attend seminars, on-site meetings and other functions. These visitors have access to the foodservice facilities but may not necessarily “overlap” the breakfast or lunch period.

The move-in of the 3,900 Coast Guard Building occupants will be phased and start on approximately August 01, 2013. Approximately 250 to 300 personnel will move in per week. The US Coast Guard Café will open August 05, 2013 when the first occupants arrive. The Building 33/34 cafeteria will open when the phased move in population reaches approximately 1,000. Full Coast Guard building occupancy is planned to be complete in approximately three months.

DHS estimates approximately 2% (two) of the federal employees listed above telework a minimum of one day each week, and/or work an alternate work schedule (AWS). AWS provides employees one day off (typically a Monday or Friday) every two weeks.

**POTOMAC CENTER NORTH (PCN)**

This cafeteria is to be operated for the benefit of an average of approximately 1,800 building occupants. In addition the building occupants there are approximately 250 additional U.S. Immigration and Customs Enforcement employees that are located within two blocks of the PCN location (1201 Maryland Ave., SW) that have easy access to the cafeteria.

Due to the mission of the Agency, the Agency has a very low rate (estimated at less than 5%) of the federal employees listed above that telework or work an alternate work schedule (AWS). AWS provides employees one day off (typically a Monday or Friday) every two weeks.

**NEBRASKA AVENUE COMPLEX (NAC)**

This cafeteria is to be operated for the benefit of a Campus population of approximately 1,800. NAC estimates 15% of the federal employees listed above telework a minimum of one or two days each week, and/or work an alternate work schedule (AWS). AWS provides employees one day off (typically a Monday or Friday) every two weeks.

In addition, the Campus has an average of approximately 100 visitors during the day that attend seminars, on-site meetings and other functions. These visitors have access to the cafeteria but may not necessarily “overlap” the breakfast or lunch period.

Government shall not be held responsible for any variation from the move-in schedule and employee population figures since the extent of occupancy is not guaranteed.

**C. Term of Contract.** Due to the potential of Campus expansion, the contract **shall be for a period of 8 years** effective with the beginning date specified in the Notice to Proceed, subject, however to the rights of termination set forth in the termination clauses. At the option of the Contracting Officer and in concurrence with the Contractor, the contract may be extended thereafter for a term or terms of one to five years, provided that the Contracting Officer shall give written notice to the Contractor at least 60 days before the contract, or any extensions thereof, would otherwise expire. In no event shall the contract period, as extended, **exceed a period of 15 years** from the beginning date of the original contract.

**D. Future Growth of the St. Elizabeths Campus.** The Campus may grow to an ultimate population of 14,000 with estimated average daily visitors of 2,000. Future foodservices facilities may need to be provided to accommodate the growth in campus population.

Future foodservices may include the following to meet the Campus population growth:

**Building 41/Firehouse**

Fast-casual concept may be branded.  
Recommended number of seats – 60  
Total area available: 2,425 NSF

**Building 72**

Fast-casual concept may be branded.  
Recommended number of seats – 50  
Total area available: 1,895 NSF

**FEMA Headquarters** (east campus/new construction)

Multiple-station food court, with branding opportunities.  
Recommended number of seats – 320  
Total recommended area: 11,100 NSF

**Multi-station food court** (new construction)

Multiple-station food court, with branding opportunities.  
Recommended number of seats – 409  
Total recommended area: 13,600 NSF

**Fast-casual/counter service outlet** (new construction)

Fast-casual concept, with branding opportunities.  
Recommended number of seats – 136  
Total recommended area: 5,100 NSF

These additional St. Elizabeths Campus foodservice locations are NOT guaranteed by the Government to be constructed or incorporated into this foodservice contract. If these additional facilities are constructed the Government will hold discussions with the foodservice contractor that is awarded this contract on incorporating these facilities into this contract. The contract is for the facilities at **Building 33/34 Cafeteria, US Coast Guard Café, NAC and PCN** only as described herein.

**2. Description of Facilities:**

**A. Area and Location in the Building.**

**ST. ELIZABETHS CAMPUS**

**Building 33/34 Cafeteria**

The Building 33/34 kitchen and Served are located on ground floor.  
Dedicated elevator access is provided between the kitchen and served level.  
The Served and kitchen are approximately 14,000 square feet.

**US Coast Guard Café**

The Café is located on 2nd floor.  
The Café is approximately 2,400 square feet.

**POTOMAC CENTER NORTH**

The kitchen and Served are located on the first floor level.  
Elevator access is provided between the first floor and loading dock level.  
The facility is approximately 4,000 square feet (2,700 Served and 1,300 back of house).

**NEBRASKA AVENUE COMPLEX**

Building #14 is a single-floor structure with Served and kitchen comprising approximately 4,500 total sq. ft.

Square footage figures above do not include dining room.

**B. Seating Capacity.**

**ST. ELIZABETHS CAMPUS**

**Building 33/34 Cafeteria**

Dining Room is approximately 260 seats.

**US Coast Guard Café**

Dining Room is approximately 50 seats.

**POTOMAC CENTER NORTH**

Dining Room is approximately 220 seats.

**NEBRASKA AVENUE COMPLEX**

Dining Room is approximately 85 seats.  
Outdoor seating is approximately 28 seats.

**C. Historical Sales Data.**

**ST. ELIZABETHS CAMPUS**

New food services - no historical sales are available.

**POTOMAC CENTER NORTH**

2012 Sales (January thru June) approximately \$ 415,000

2011 Sales approximately \$ 840,000

2010 Sales approximately \$ 830,000

2009 Sales approximately \$ 790,000

Annual catering sales are included above.

**NEBRASKA AVENUE COMPLEX**

2012 Sales (January thru June) approximately \$ 410,000

2011 Sales approximately \$ 885,000

2010 Sales approximately \$ 840,000

2009 Sales approximately \$ 870,000

Annual catering sales are included above.

**D. Randolph-Sheppard Facilities.**

**ST. ELIZABETHS CAMPUS**

The Randolph-Sheppard program will operate all vending machines on the Campus.  
There are two future Randolph-Sheppard facilities planned on the Campus.

**POTOMAC CENTER NORTH**

The Randolph-Sheppard program operates all vending machines in the building.

**NEBRASKA AVENUE COMPLEX**

The Randolph-Sheppard program operates all vending machines on the Campus.

**3. Effective Date:**

**ST. ELIZABETHS CAMPUS**

Service will begin on or about August 01, 2013.

**POTOMAC CENTER NORTH**

Service will begin on May 06, 2013.

**NEBRASKA AVENUE COMPLEX**

Service will begin on April 08, 2013

**4. Service Schedule:**

**A. Service Schedule.**

Cafeteria services will be provided 5 days per week, Monday through Friday (except for holidays observed by the Federal Government), as follows:

**ST. ELIZABETHS CAMPUS**

**Building 33/34 Cafeteria**

<b>Period</b>	<b>Opening</b>	<b>Closing</b>
Breakfast	7:00 AM	9:30 AM
AM Break	9:30 AM	11:00 AM
Lunch	11:00 AM	2:00 PM
PM Break	2:00 PM	3:00 PM

**US Coast Guard Café**

<b>Period</b>	<b>Opening</b>	<b>Closing</b>
Breakfast	6:00 AM	9:30 AM
AM Break	9:30 AM	11:00 AM
Lunch	11:00 AM	2:00 PM
PM Break	2:00 PM	4:00 PM

**POTOMAC CENTER NORTH**

<b>Period</b>	<b>Opening</b>	<b>Closing</b>
Breakfast	7:00 AM	9:30 AM
AM Break	9:30 AM	11:00 AM
Lunch	11:00 AM	2:00 PM
PM Break	2:00 PM	3:00 PM

**NEBRASKA AVENUE COMPLEX**

<b>Period</b>	<b>Opening</b>	<b>Closing</b>
Breakfast	7:00 AM	9:30 AM
AM Break	9:30 AM	11:00 AM
Lunch	11:00 AM	2:00 PM
PM Break	2:00 PM	3:00 PM

The above hours are minimum hours to which the Contractor must adhere; if the Contractor wants to extend the service schedule to increase its financial viability, the hours can be extended. Changes must be requested in accordance with modification to service schedule.

**B. Modification to Service Schedule.**

Any request for modifying the hours or days of service shall be submitted for approval of the Contracting Officer's Representative (COR) prior to start of service date. The Contractor can submit a request for reduction in service during Government holiday periods in advance (14 days). If the Telecommute and/or Alternate Work Schedule (AWS) Agency programs impact sales levels on specific business days, the Contractor can submit a request for change in service on these days. The COR will review the request and advise the Contractor if a request is approved.

**5. Contractor Responsibilities:**

The Contractor shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of building in which services are provided. The Contractor shall employ sufficient and suitable personnel to support this contract, secure and maintain insurance, maintain records, submit reports, and observe other contract requirements, all as more specifically set forth herein.

The Contractor shall pay all fees, expenses or other charges incident to or resulting from operations under the contract as more specifically set forth herein.

Contractor shall meet monthly or as needed with the COR and designated tenant Agency representatives to discuss mutual objectives, including but not limited to service levels, wellness, **sustainability menus and marketing programs**. At a minimum, Contractor will supply Agency with electronic calendars for use on the Agency Intranet. Contractor will be responsible for compliance with Section 508 (29 USC 794(d)) for any submissions for mass emails or websites.

**A. Service.**

Patrons shall be encouraged to remove trays, containers and utensils from tables to the trash/recycle stations that will be strategically located in the dining area. The Contractor will provide bussing service during service hours to remove any remaining soiled trays, containers and utensils and assure that tables and chairs are kept clean throughout the breakfast and lunch service periods. Contractor is responsible for maintaining and emptying trash from dining room collection points during and after service.

**B. Menus.**

**It shall be the responsibility of the Contractor to provide a variety of quality prepared foods that are a model for wellness and sustainability and in accordance with latest industry trends and standard practices and the industry's latest innovative concepts. The use of National Brands, Regional Brands, in-house brands and/or proprietary brands is encouraged. The Contractor shall offer food that provides wide variety to customers, including vegetarian, vegan, organic, healthy, and light eater. Menus must also include items for people with dietary restrictions and offer "low fat", "low sodium", "low calorie" and "reduced sugar" menu items as defined in the attachment "Health and Sustainability Guidelines for Federal Concessions and Vending." It is the goal of this contract that 40% of the menu structure served at each concept at each meal period meets the dietary restrictions. All menu items which meet any health claim eligibility must be clearly labeled for customers, in accordance with the attached "Health and Sustainability Guidelines for Federal Concessions and Vending."**

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

The Contractor shall comply with the nutritional information requirements of the 2010 and all subsequent revisions of U.S. Dietary Guidelines for Americans ([www.health.gov/dietaryguidelines](http://www.health.gov/dietaryguidelines)), including in particular the following:

i. Prior to the start date of service, the Contractor shall provide to the COR a complete price/portion book for the account (e.g.: hamburger, list patty size and selling price; Ham sandwich list ounces of meat, toppings included and selling price).

ii. During each serving period, easy-to-read menus with prices listed and nutrition data shall be prominently displayed for the information of patrons at the cafeteria. Menus shall be posted at or near the cafeteria entrances and at the service points. All customer signage, menus, etc. must be printed (no hand-written signs are allowed).

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

### **C. Wellness Program**

#### **Background**

The federal government is invested in assisting its employees in making healthy food and beverage choices, and creating and promoting a sustainable food system through procurement methods at federal facilities.

In May 2009, President Obama tasked the Office of Personnel Management (OPM) with developing wellness best practices and a plan for the federal workforce. In addition, the White House Offices of Management and Budget and Health Reform began working with federal agencies to provide healthier food choices to federal employees.

The goal of these standards is to assist Contractors in maximizing a healthier and more sustainable food service by increasing the offering of healthier and sustainable food and beverage choices, while eliminating industrially produced trans fats, decreasing the sodium content in available foods, and allowing people to make informed choices about what they are purchasing and eating through the labeling of menu items. Dietary Guidelines for the Federal Workforce are attached to this document for incorporation by the contractor.

### **Food and Nutrition Guidelines for Concessions**

This section outlines guidelines for food service concessions.

#### **A. General Guidelines**

1. Nutrition menu labeling. Providing consumers with calorie and nutrient information is an important strategy for assisting people to select healthy diets. Restaurants and other food service facilities provide 37% of Americans' daily energy intake. The lack of readily available calorie information in food service



establishments makes it possible to consume excess calories without realizing it. Providing calorie information at the point of purchase can help people make more informed choices.

2.
  - a. Standard Criteria:
    - i. All items available in cafeterias must be labeled with calories per serving as sold (or calories per measure provided for salad bar-type service). Calorie labeling must be displayed at the point of choice in a clear and conspicuous manner on the menu board, or if menu boards are not available, labeling must be prominently posted on signs adjacent to the food items or menus.
      - Exceptions to this standard are items not listed on a menu or menu board such as condiments and other items placed on the table or counter for general use; daily specials; temporary menu items appearing on the menu for less than 60 days; and custom orders.
    - ii. Additional nutritional information must be made available in written form, on request.
      - The nutrition information that must be available in written form to consumers upon request includes:
        - The total number of calories derived from any source
        - The total number of calories derived from the total fat
        - Total fat
        - Saturated fat
        - Cholesterol
        - Sodium
        - Total carbohydrate
        - Sugars
        - Dietary fiber
        - Total protein
    - iii. A prominent statement regarding the availability of additional nutritional information available must be placed on the menu or menu board in written form, on request.
3. Trans fats. Replacing foods containing industrially produced artificial trans fatty acids with foods low in both saturated and trans fatty acids in food service is an important strategy to assist consumers to limit their intake of both saturated and trans fatty acids.
  - a. Standard Criteria:
    - i. Eliminate use of partially hydrogenated vegetable oils, shortenings, or margarines for frying, pan-frying (sautéing), grilling, baking, or as a spread (or for deep frying cake batter and yeast dough) unless the label or other documentation for the oil indicates 0 grams trans fat per serving. Currently products listed as "0 grams trans fat" on the Nutrition Facts panel must contain less than 0.5 grams trans fat per serving. Oils and fats used in food preparation and as spreads must also be low in saturated fats.
    - ii. Eliminate food containing partially hydrogenated vegetable oils, shortenings, or margarines unless the label or other documentation for the food indicates that the food contains 0 grams trans fat per serving. Currently products listed as "0 grams trans fat" on the Nutrition Facts panel must contain less than 0.5 grams trans fat per serving. Offer foods that are both "0 grams trans fat" and low in saturated fats.

4. Sodium. Reducing access to high sodium foods will assist consumers in meeting the recommendations to limit sodium intake.
  - a. Standard Criteria:
    - i. All individual food items must contain  $\leq 480$  mg sodium as served, unless otherwise designated in the specific categories of the Food Selection Standards in Concessions sections that follow.
    - ii. All meals must contain  $\leq 900$  mg sodium, as served.

### **Food Selection Standards in Concessions**

#### 1. Fruits

- a. Standard Criteria:
  - i. All canned or frozen fruit must be packaged in 100% water or unsweetened juice, with no added sweeteners.
  - ii. Offer a variety of at least three whole or sliced fruits daily.
  - iii. Offer a variety of seasonally available fruits.

#### 2. Vegetables

- a. Standard Criteria:
  - i. Offer daily, at least one raw, salad-type vegetable and at least one steamed, baked, or grilled vegetable seasoned, without fat or oil.
  - ii. All vegetable offerings must contain  $\leq 230$  mg sodium, as served.
  - iii. Mixed dishes containing vegetables must contain  $\leq 480$  mg sodium, as served.
  - iv. Offer a variety of seasonally available vegetables.
- b. Above Standard:
  - i. Offer at least one prepared vegetable option with  $\leq 140$  mg sodium as served.

#### 3. Cereals and Grains

- a. Standard Criteria:
  - i. When cereal grains are offered (e.g., rice, bread, pasta), then a whole grain option must be offered for that item as the standard choice.
  - ii. All cereal, bread, and pasta offerings must contain  $\leq 230$  mg sodium per serving.
  - iii. At least 50% of breakfast cereals must contain at least 3g of fiber and less than 10g total sugars per serving.
- b. Above Standard:
  - i. When cereal grains are offered (e.g., rice, bread, pasta), a 100% whole grain option must be offered for that item as the standard choice.
  - ii. If cereal is offered, offer at least one cereal with  $\leq 140$  mg sodium per serving.

#### 4. Dairy/yogurt/cheese/fluid milk

- a. Standard Criteria:
  - i. If milk is offered as a beverage, only offer 2%, 1%, and fat-free fluid milk.
  - ii. If cottage cheese items are offered, only offer low fat (2% or less) or fat-free items.
  - iii. If yogurt is offered, only offer 2%, 1%, or fat-free yogurt.
  - iv. If yogurt is offered, only offer yogurt with no added caloric sweeteners or yogurts labeled as reduced or less sugar according to FDA labeling standards.

- v. Processed cheeses must contain  $\leq 230$  mg sodium per serving.

## 5. Protein Foods

### a. Standard Criteria:

- i. When protein entrees are offered, offer lean meat, poultry, fish, or low-fat vegetarian entrée choices.
- ii. At least twice per week, offer an entrée with a vegetarian protein source.
- iii. Canned or frozen tuna, seafood, and salmon must contain  $\leq 290$  mg sodium per serving, and canned meat  $\leq 480$  mg sodium per serving.

### b. Above Standard:

- i. A vegetarian entrée must be offered every day.

## 6. Beverages

### a. Standard Criteria:

- i. At least 50% of available beverage choices (other than 100% juice and unsweetened milk) must contain  $\leq 40$  calories/serving.
- ii. If juice is offered, only offer 100% juice with no added caloric sweeteners.
- iii. Vegetable juices must contain  $\leq 230$  mg sodium per serving.
- iv. Drinking water, preferably chilled tap, must be offered at no charge at all meal service events.

### b. Above Standard:

- i. For beverages with more than 40 calories/ serving, only offer servings of 12 oz or less (excluding unsweetened milk and 100% juice).
- ii. At least 75% of beverage choices (other than 100% juice and unsweetened milk) must contain  $\leq 40$  calories/serving.
- iii. Offer as a choice a non-dairy, calcium-fortified beverage (such as soy or almond beverage); these beverages must not provide more sugars than milk (thus be 12 g sugar/8 oz serving or less), provide about the same amount of protein (at least 6 g/8 oz), calcium (250 mg/8 oz), and provide less than 5 g total fat (equivalent to 2% milk).
- iv. Offer at least one low sodium vegetable juice ( $\leq 140$  mg sodium per serving).

## 7. Other considerations

### a. Standard Criteria:

- i. Deep-fried options must not be marketed or promoted as the special or feature of the day.
- ii. Limit deep-fried entrée options to no more than one choice per day.
- iii. Offer half- or reduced-size choices for some meals, when feasible.
- iv. Where value meal combinations are offered, always offer fruit or a non-fried vegetable as the optional side dish, instead of chips or cookie.

### b. Above Standard:

- i. Make healthier options more appealing to the consumer by offering them at a reduced price as compared to less healthy alternatives.
- ii. Offer desserts that use less or no added sugars. For example, offer desserts prepared with fruits, vegetables, nuts, seeds, apple sauces, and yogurts without added sugars.

These criteria can be used by the Contractor as a foundation for public education efforts; the Contractor is strongly encouraged to use and promote this information in menu development, combo meal promotions and

recipe development. It is the goal of this contract that 40% of the menu structure served at each concept at each meal period meets the above dietary restrictions.

## **D. Sustainability Program and Practices**

### **i. Background**

The federal government recognizes the importance of promoting sustainable systems that protect our people, our planet, and our economic vitality. The commitment to sustainability goals is demonstrated in the following executive orders, USDA legislation, and USDA initiatives. These are a basis for the sustainability elements of these guidelines:

1. Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” directs agencies within the federal government to practice environmentally, economically, and fiscally sound, integrated, continuously improving, efficient, and sustainable methods of operation.
2. Executive Order 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” provides the following general guidance for federal agencies:
  - Increase energy efficiency; measure, report, and reduce greenhouse gas emissions from direct and indirect activities.
  - Conserve and protect water resources through efficiency, reuse, and storm water management.
  - Eliminate waste, recycle, and prevent pollution.
  - Leverage Agency acquisitions to foster markets for sustainable technologies and environmentally preferable materials, products, and services.
  - Design, construct, maintain, and operate high performance sustainable buildings in sustainable locations.
  - Strengthen the vitality and livability of the communities in which federal facilities are located.
  - Inform federal employees about and involve them in the achievement of these goals.
3. USDA defines sustainable agriculture as Congress defined the term in 1990 (7 USC 3103), as an integrated system of plant and animal production practices having a site-specific application that will over the long-term accomplish the following:
  - a) Satisfy human food and fiber needs.
  - b) Enhance environmental quality and the natural resource base upon which the agriculture economy depends.
  - c) Make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls.
  - d) Sustain the economic viability of farm operations.
  - e) Enhance the quality of life for farmers and society as a whole.
4. USDA encourages stronger connections between farmers and consumers, and support for local and regional food systems as a way to foster economic opportunity for farmers and ranchers, stimulate community economic development, expand access to affordable fresh and local food, cultivate healthy eating habits and educated, empowered consumers, and demonstrate the connection between food, agriculture, community, and the environment (see <http://www.usda.gov/knowyourfarmer> for more information).

It is encouraged that the Contractor employ these practices in their daily operation of the cafeteria and demonstrates their corporate capability by applying these standards.

## **ii. Sustainability Standards**

### **1. General Operations**

#### **a. Standard Criteria:**

- i. Participate in or develop waste reduction, recycling, waste to energy and composting programs.**
- ii. Promote and incentivize the use of reusable beverage containers.**
- iii. Promote use of tap water over bottled water.**
- iv. Use green cleaning practices.**
- v. Use integrated pest management practices and green pest control alternatives to the maximum extent feasible.**
- vi. Provide materials for single-service items (e.g., trays, flatware, plates, and bowls) that are compostable and made from bio-based products.**

### **2. General Food**

#### **a. Standard Criteria:**

- i. Offer 30% of the product line to be organically, locally, or documented sustainably grown (e.g., integrated pest management, pesticide free, other labeling programs).**
- ii. Offer seasonal varieties of fruits and vegetables.**

#### **b. Above Standards:**

- i. Offer 35% of the product line to be organically or locally or documented sustainably grown (e.g., integrated pest management, pesticide free, other labeling programs).**

### **3. Sustainability Labeling**

#### **a. Standard Criteria:**

- i. Label Organic, local, or documented sustainably grown food items available in food service at the point of choice.**

#### **b. Above Standard:**

- i. Educate about the value of agricultural best practices that are ecologically sound, economically viable, and socially responsible in Agency concessions services with signage, informational programs, or other means of communicating the benefits of the items that are labeled organic, local, and/or sustainable.**
- ii. For locally grown foods, include information that identifies the farms and sustainable practices used.**

### **4. Animal Products**

#### **a. Standard Criteria:**

- i. Only offer fish/seafood identified as “Best Choices” or “Good Alternatives” on the Monterey Bay Aquarium’s Seafood Watch list or certified by Marine Stewardship Council (or equivalent program).**

#### **b. Above Standard:**

- i. Offer Certified Organic or documented sustainably or locally produced milk and milk products.**

- ii. Offer Certified Organic or documented sustainably or locally produced eggs and meat (e.g., grass fed, free-range, pasture raised, grass finished, humanely raised and handled).

## 5. Beverages

### a. Standard Criteria:

- i. Offer drinking water, preferably chilled tap.

### b. Above Standard:

- i. If offering coffee or tea, include coffee or tea offerings that are Certified Organic, shade grown, and/or bird friendly.
- ii. If composting is available, bottled water must be offered in compostable bottles.

It is encouraged that the Contractor employ these practices in their daily operation of the cafeteria and demonstrates their corporate capability by applying these standards.

## **E. Procedures for Future Price Adjustments/Changes.**

Future price adjustments/changes must be submitted with supporting documentation for approval in a spreadsheet format that includes:

- i. Any changes to standard menu prices, portions, or items offered for sale shall be submitted to the Contracting Officer's Representative 30 days in advance and shall be submitted as replacement pages for the price/portion book initially submitted by the Contractor. Daily or weekly promotional menu items are excluded.

- ii. Date of proposed price adjustment.

- iii. A market basket survey of at least 3 similar food facilities in the local area (COR accepted locations).

- iv. In situations where one or more critical food or supply items have sudden upward price fluctuations due to an "Act-of-God" or other situation considered by the Contractor to be out of its control, the COR/CO are to be contacted with a request for a temporary surcharge or menu change. Once the subject item cost has stabilized, the former approved price is to be reestablished or the item returned the menu as specified.

If the price change/adjustment is accepted by the COR/CO, a meeting will take place between COR, Contractor, and Agency for final approval. After approval, a notice to the customers is then created by the Contractor and posted in prominent locations at least 14 days prior to the on-site implementation. Every effort will be made by the COR to reach consensus on the final price adjustment within 45 days.

It should be noted that the Government's expectation for pricing menu items be less than regional or local pricing of similar commercial facilities (**by a minimum of 5%**), due to the Government providing a fully furnished facility, not charging locally prevailing rental fee or utilities.

## **F. Equipment and Utensils Furnished by the Contractor.**

**i.** All required equipment and utensils (sample list below) shall be provided by the Contractor who shall replace such equipment and utensils when necessary. Equipment and utensils provided by the Contractor shall be of a quality in keeping with that provided by the Government.

Sample items expected to be provided by Contactor:

Can Openers	Merchandising Equipment
POS System	Safe
Storage Containers	Machines - office
Condiment Dispensers	Scales, food preparation
Napkin Dispensers	Menu boards, letters, price markers
Office Furniture	Sharpeners
Glassware	Silverware
Computer system	Trash receptacles
Steam table pans	Trays
Utensils and kitchenware	Telephone
Necessary communication lines (POS, telephone and computer)	
All other kitchen smallwares to meet contract requirements	
Station signage when contractor is utilizing proprietary or Regional brands	

**ii.** Equipment deemed necessary by the Contractor for the execution of proposed food programs and/or concepts shall be provided and installed by the Contractor at no cost to the Government.

**iii.** The Contractor shall provide “Green” disposable products including products that are petroleum-free, contain post-consumer recycled content and processed chlorine free. All disposable products must be “compostable” and compatible with the recycling/compost system that will be or is in use within the building. The use of disposable products (including plates, cups, bowls and etc.) constructed of Polystyrene Foam is prohibited.

**iv.** The Contractor shall provide complete Point of Sale (POS) system to include the acceptance of patron’s use of credit and debit cards in an expeditious manner at cafeteria. A system that allows for a pre-paid debit card system is highly encouraged. Pre-ordering and paying for selected menu items via web or e-mail is encouraged to speed customer processing.

**v.** It is incumbent upon the Contractor to verify sizes and capabilities of Government-furnished dish, bowl, and mug dispensing equipment and to provide chinaware of appropriate size and weight to suit equipment. Also note type of self-bussing equipment in use, and dining table top sizes for trays.

**vi.** Trash receptacles shall be of hard non-toxic plastic material. Single service compostable liners shall be used in conjunction with these receptacles. All trash containers will be provided with self-closing tops.

**vii.** Contractor should maintain a physical inventory of all Contractor owned equipment on site. All Contractor owned equipment shall remain the property of the Contractor throughout the contract term.

viii. All items provided by the Contractor shall be of good quality, suitable for the purpose of its intended use, and consistent with the quality of the various items provided by the Government and meeting current business and industry standards.

ix. Contractor shall provide informational display boards at recycling/trash stations that will identify material and instruct customers to sort recyclable and/or compostable material from waste material.

**G. Sanitation and Quality.**

i. The Contractor shall serve quality food under clean and sanitary conditions in accordance with the provisions and recommendations contained in the most recently published Food Code, U.S. Public Health Service publication. All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemishes. All foods shall, when served, be attractive in appearance and correct in temperature and consistency.

The minimum specifications the Contractor will use as a guide when purchasing food products are:

- Meat
  - Beef U.S. Department of Agriculture (USDA) Choice
  - Pork USDA Number 1
  - Veal USDA Select and Choice
  - Lamb USDA Choice
  - Poultry USDA Grade “A” for all graded fresh or frozen poultry and poultry products as a minimum specification
- Seafood
  - Frozen Fish Monterey Bay Aquarium’s Seafood Watch guidelines
  - Fresh Fish Monterey Bay Aquarium’s Seafood Watch guidelines
- Dairy
  - Eggs Fresh USDA or State Grade “A” Butter USDA Grade “A” (92) Score
  - Cheese USDA Grade “A” for all graded cheeses
  - Milk and milk products USDA Grade “A” Fresh
  - Soy products FDA guidelines
- Produce USDA Grade “A”
- Dry Stores Grade “A” Fancy
- Canned goods Grade “A” Fancy

Products containing high fructose corn syrup, modified corn starch, and other similar additives, as well as products including preservatives, are highly discouraged from being incorporated into menu items that will be prepared onsite.



Products purchased must meet the sodium level recommended in the 2010 and all subsequent revisions of U.S. Dietary Guidelines for Americans. If such products are not available in the market place, alternative products should be used and may include fresh prepared products.

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

These are minimum specifications for sanitation and quality. Offeror may propose additional and higher standards that meet the Government's goals of providing an environmental sustainable, healthy cafeteria for its employees.

**ii.** The most recently published Food Code, U.S. Public Health Service publication and all local codes and regulations relating to food service sanitation and procedures shall be adhered to by the Contractor.

**iii.** The Contractor is to develop a Hazard Analysis and Critical Control Point (HACCP) plan as required by Health Department. A copy is to be available on site for COR review.

**iv.** Material Safety Data Sheets (MSDS) shall be onsite prior to the start date of the contract and remain updated on site.

**v.** The Government requires that a certified food handler (as required by Health Department) to be on the premises during all operating hours.

**vi.** Any suspected outbreak of illness, whether involving employees or visitors, is to be reported immediately to the Agency and COR and to a public health consultant. A suspected outbreak of human illness results when two or more persons have common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

## **H. Personnel and Supervision.**

**i.** The Contractor shall employ sufficient professional personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service. All employees must be sober, conscientious, neat, and courteous. All employees assigned by the Contractor to perform work under this cafeteria contract must be physically able to do their assigned work and shall be free from communicable diseases.

Contractor personnel must be able to read, write, speak and understand English in order to carry out all duties assigned to them and communicate with patrons. The Contractor must provide training to employees to ensure competent performance in all areas associated with these contracted services.

**ii.** The Contractor is required to provide a professional, full-time, qualified food service person to act as manager of the facility. The manager will be subject to the approval of the Government. The Contractor's manager will be delegated the authority, and shall be able to effectively manage the day-to-day operation of the cafeteria relative to supervision of personnel and training, execution of the Contractor's proposal, menu planning, purchasing, cost control, sanitation, and customer satisfaction, etc. The manager must be onsite when the cafeteria is open for the entirety of this contract.

The Contractor's manager will be replaced, on 30 days notice, upon request of the COR. A representative of the Contractor (i.e. District Manager), other than the above manager, shall visit the facility periodically. A

representative of executive status (e.g. Vice President) shall visit the facilities to adjust significant matters requiring attention upon 48 hours notice from the Government.

To facilitate customer feedback, the Contractor will establish an online or e-mail customer feedback program with comments being sent directly to the on-site manager, the GSA COR and the Agency representative. The establishment of this program will be coordinated with the Agency. The on-site manager will monitor daily the customer comments and/or complaints received via such program and respond appropriately. The Government will reserve the right to monitor both customer submissions and Contractor responses.

**iii.** At all times while on duty, the Contractor's employees shall wear a distinctive professional looking uniform that displays the company logo, wear a hair net and or other suitable head covering, appropriate gloves while handling food and a legible name badge as a means of identification at all times while they are in the building.

**iv.** The Contractor must provide security cleared (HSPD-12), trained relief personnel (management and hourly) to substitute for the regular employees when they are absent (scheduled or unscheduled) in order that a high quality food service operation will be maintained with consistently of standards at all times.

**v.** The Contractor shall require the employees to comply with such instructions pertaining to conduct and building regulations as are in effect for the control of persons in the building, or as may be issued for that purpose by Government representatives.

**vi.** The Contractor is required to schedule an employee training program that will continue for the duration of this contract, to ensure that their employees perform their jobs with the highest standards of efficiency, customer service, safety and sanitation excellence. Contractor must keep on site a record copy of training attendance and subject matter for all employees for Government review. GSA and the Agency personnel are to be invited to attend training sessions, provide date and time of training sessions to GSA.

**vii.** All articles found by the Contractor, the Contractor's agents or employees, or by patrons and given to the Contractor shall be turned in to the front entrance security desk as lost and found items. Contractor is to post signage to notify customers of lost and found location.

## **I. Recycling and Composting.**

**i.** The Contractor shall participate and integrate with the recycling program (i.e. cardboard, aluminum, metal cans, plastic, glass, etc) operated by the Government in the building. The Contractor is responsible to collect, separate and transport recyclables to the loading dock.

**ii.** The Contractor is responsible for implementing a composting program for the appropriate food products including collection, storage and pick up. The composting containers and surrounding space are to be kept clean and orderly by the Contractor. The Contractor shall be responsible for the proper storage and marking of all composting material.

**iii.** The Contractor is responsible for collecting, storing and recycling grease and cooking oils. The containers and surrounding space are to be kept clean and orderly by the Contractor. The Contractor shall

be responsible for the proper storage and marking of containers of grease and cooking oils. The kitchen grease will be collected in containers that are waterproof, vermin-proof, covered with working lids, and well-labeled to indicate what should be deposited in the container.

## **J. Cleaning and Janitorial Services.**

**i.** The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the cafeteria areas and foodservice equipment (including hoods and/or water wash down system) within its areas of responsibility in a clean, orderly, and sanitary condition at all times as detailed below. In connection with the performance of this contract, the Contractor shall not use any material which the Government solely determines would be unsuitable for the purpose or harmful to the surfaces to which it is applied.

In the following paragraphs ii. and iii. the “Government” is defined as:

GSA on the ST. ELIZABETHS CAMPUS

The Agency at POTOMAC CENTER NORTH

The Agency at NEBRASKA AVENUE COMPLEX

**ii.** The Contractor shall be responsible for the cleaning and maintenance of all serving-area counters and associated equipment. The Contractor shall be responsible for the daily cleaning and maintenance of the serving area floors that are behind the serving counters and considered “non-public”. The Contractor shall maintain the “public” serving area floors in a clean condition and spillage free during and after service hours have ended. The Government shall be responsible for daily cleaning of the serving area floors that are considered “public” and a periodic deep cleaning of serving area flooring as necessary.

**iii.** The Contractor shall maintain the Cafeteria dining room area flooring/carpet in a clean condition and spillage free during service hours. The Contractor shall leave the dining room flooring/carpet in “broom clean” condition and spillage free after service hours have ended.

The Government shall be responsible for the daily cleaning and maintenance of dining room flooring/carpet after service hours have ended.

**iv.** The Contractor will be responsible for the maintaining and cleaning dining room equipment including but not limited to, tables, table tops and bases, chairs, booths, counters, dining tray carts, trash collection stations and be responsible for removing trash and recyclables from the dining room collection points during and after service periods.

**v.** The Contractor will be responsible for the cleaning and maintenance of the entire kitchen flooring area.

**vi.** It is the responsibility of the Contractor to keep building areas and items utilized by the Contractor in a clean and sanitary condition, including but not limited to: walls, ceilings (excluding Building heating ventilation and air conditioning louvers, lighting fixtures or other building equipment that is part of a general building mechanical system), floor drains, kitchen, Served, storage areas, loading docks and dumpster locations, dining area tables, chairs and floor, *et al.*

**vii.** The Contractor will be responsible for complying with GS-42 Green Seal Environmental Standard for Cleaning Services during the term of this contract. For program details and additional information on Green Seal or any of its programs please contact [www.greenseal.org](http://www.greenseal.org).

**ix.** Failure to keep any of the facilities that are the responsibility of the Contractor in a clean and sanitary condition satisfactory to the Contracting Officer or the Contracting Officer's Representative may result in either or both of the following:

- a) The Contracting Officer or the Contracting Officer's Representative may have the facility cleaned by other means and the cost of such work charged to the Contractor.
- b) The Contractor will assume the cost for the daily cleaning and maintenance of dining room flooring/carpet and/or serverly floors after service hours, trash removal and/or rodent/pest control.

The Contracting Officer's Representative may require additional cleaning as deemed necessary. No work shall be performed on weekends or Federal holidays, without prior approval of the Building Manager.

#### **K. Security Areas.**

The Contractor shall be responsible for the security of all areas under the jurisdiction of the Contractor. Designated employees shall have the responsibility for determining that all equipment has been turned off, that windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. A key shall be available for emergency use in the building security office.

#### **L. Hazardous Conditions.**

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

**i. Hazardous Conditions:** The Contractor is responsible for identifying any hazardous conditions that may develop in the space assigned to him, and shall immediately notify the COR of the condition. The Government does not warrant or guarantee that no other possible safety hazards exist.

**ii. Compliance with OSHA:** Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of Contractor employees and subcontractor employees performing the requirements defined in this specification is exclusively the obligation of the Contractor. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements.

#### **M. Liability.**

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

**N. Occupant Emergency Program.**

The Contractor shall notify the local fire department in the event of fire. All of the Contractor employees shall be organized and trained to participate in Fire, Shelter in Place (SIP) and drills including the reporting of fires. This shall be accomplished with the cooperation of the Designated Agency Representative and the Occupant Emergency Plan, a self protection plan developed in accordance with GSA guidelines. A copy of this plan is available through the Designated Agency Representative.

**O. Reporting Requirements.**

**i. Monthly (or four week) Operating Statements:**

The Contractor shall furnish copies of the monthly (or four week) profit and loss operating statement to the COR within twenty (20) days after the end of the monthly (or four week) accounting period. The Contracting Officer (CO) or representatives shall, as required and necessary, examine and audit all phases of the financial operation of the food services provided by the Contractor.

On a monthly basis, the Contractor is also required to provide the following information relating to patronage and sales:

**Reporting Period:** Month/Year

**Revenue Days:** #

	<b>Total Sales</b>	<b>Customer Count</b>	<b>Check Average</b>	<b>Customer per Day</b>
<b>Breakfast</b>	\$0.00	#	\$0.00	#
<b>Lunch</b>	\$0.00	#	\$0.00	#

Monthly/accounting period and annual roll-up reporting shall include gross sales percentages and customer count summaries derived from GSA endorsed healthful and organic menu items as a means to track the effectiveness of the wellness initiatives.

- a) Failure to submit requested financial information to the Contracting Officer or the Contracting Officer's Representative in a timely manner as defined above may result in the Contractor assuming the cost for the daily cleaning and maintenance of dining room flooring/carpet and/or servery floors after service hours, trash removal and/or rodent/pest control.

**ii. Contractor certification of end-of-fiscal year statement:**

All cafeteria Contractors shall certify their end-of-fiscal-year profit/loss statements for submission to the COR no later than 90 days after end of fiscal year.

**iii. Equipment records:**

The Contractor shall acknowledge in writing within 30 days of the contract start date to the COR receipt of the Government-owned equipment listed in the attached Equipment Inventory and properly track all additions, replacements and removals of Government owned equipment

**P. Operating Expenses.**

i. The Contractor is permitted to incur the usual type of operating expenses for cafeteria services as detailed in the attached profit and loss statement. Expenses listed under Other Costs must be detailed by Contractor. Operating expenses are the actual net costs after deduction of trade discounts, cash discounts, rebates, etc., which accrue or which the Contractor becomes obligated to pay because of operations under the contract.

ii. The following are not allowable as operating expenses under the terms of the contract, but are to be recovered as part of the administrative expense or General Overhead in an amount not to exceed 3.0% of sales:

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 the contract.
3. Wages and salaries of home-office employees and general administrative, executive, and management officials for opening expenses at start up of the contract.
4. Accounting expenses, including costs of preparing financial reports.
5. Supervision of facilities by Contractor's home office personnel (district manager and/or regional staff).
6. Other wages and salaries to the extent that they exceed those normally paid for similar work in the locality, unless approved by the CO.
7. Home Office management costs, such as general management overhead, transportation of management personnel, vehicle costs and depreciation, transportation costs, and any other indirect management costs, as related to this contract.
8. Repairs necessary as the result of negligence of the Contractor or his employees.
9. Payment for forms and other supplies or stationery.
10. Depreciation (unless project/investment is approved by CO or COR).
11. Corporate marketing.

Other expenses may not be incurred as operating expenses without the approval of the Contracting Officer.

#### **Q. Energy Conservation Guidelines.**

The Contractor shall be responsible for securing lights and cafeteria/kitchen equipment during periods of non-active operations that are not essential for safety, security or sanitation. If such items are not secured, the CO can invoice Contractor for energy used. Energy audits maybe conducted at random during and after operating hours to ensure Contractor adherence to sound energy conservation practices, which shall include usage and conservation of water and energy. The Contractor is to purchase and use Energy Star ([energystar.gov](http://energystar.gov)) equipment in the performance of this contract.

#### **R. Telephone and Computer Systems.**

The Contractor is responsible to install, connect with and pay for the telephone system and other computer connections/lines etc. as needed to fulfill obligations under this contract. The Contractor must coordinate the installation of all telephone and computer lines with the Government.

#### **S. Building Space**

**i. Space Modifications:** The Contractor shall secure written permission from the COR and Government prior to performing any physical modification of the building space provided for his use. In addition, the Contractor must provide all construction documentation including estimated cost, if any, describing in detail the modification requested prior to proceeding with the work.

**ii. Returned Space:** The Contractor shall use reasonable care shall be exercised in the use of space and Government-owned equipment and, upon contract termination, the Contractor will yield such space and equipment in as good condition as when received, except for ordinary wear and tear, and damage or destruction beyond the Contractor's control and not due to the Contractor's fault or negligence.

## **6. Continuity of Operations:**

The Contractor shall recognize that services covered by this contract are vital to the successful accomplishment of the Government's mission. The Contractor shall maintain continuity of services, without interruption, throughout the entire term of the contract according to the terms set forth herein. If the Government has a delayed opening or early closing the Contractor shall follow the official OPM guidelines and is permitted to open late (i.e. from the time the cafeteria is scheduled to open the cafeteria will open two hours late if OPM declares a 2 hour late arrival policy for Government workers) or close early due to early dismissal. Service should be provided every day that the Government in Washington DC is not in **"FEDERAL OFFICES ARE CLOSED TO THE PUBLIC"** status (Per the Office of Personnel Management; reference <http://www.opm.gov/status/>). Further, the Contractor may be told to continue operations in whole or part in the event of a Government "shutdown" due to a failure by Congress to agree on an operating budget.

## **7. Contracts and Subcontracts:**

The Contractor shall submit any contingent contracts or subcontracts that provide any services required under this contract to the COR or CO within 10 days from date of signed agreement.

## **8. Responsibilities/Furnished by the Government:**

### **A. General.**

The Government shall provide, without cost, the facilities, materials, and services listed below. Government property shall be used for official Government business only in the performance of this contract or on-site catering. The Contractor or the Contractor's employees other than in the performance of this contract will not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.

### **B. Property.**

#### **a. Government Furnished Space:**

The Government agrees to grant to the Contractor for the stipulated period, subject to the contract requirements and conditions herein, the right to establish, manage and operate a cafeteria in the Federal Building as described herein and in connection therewith to prepare and sell food, nonalcoholic beverages and such other products as the Government may authorize.

#### **b. Vending stands:**

The Government reserves the right to permit the establishment of vending stands to be operated by the State licensing Agency under the Provisions of the Randolph-Sheppard Act (20 U.S.C. 107).

**c. Facilities:**

At the beginning of the contract period, the Government will provide space for operations under the contract, as set forth herein, space as it may deem necessary or desirable. The Government will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Government will, as it deems advisable, provide space heating, space lighting, ventilation, and the utilities. In addition, it will:

**i.** Make such improvements and alterations as it may deem necessary or desirable to prepare or recondition assigned space for its intended purpose, including improvements and alterations necessary to conform to applicable sanitary requirements or add services modules within the facility that is desired by the Government to meet customer requirements at the Government's discretion.

**ii.** Maintain and repair building structure in areas assigned for the operator's use, including painting and redecoration, the maintenance of gas, water, steam, sewer (including all grease traps), electrical lines, ventilation (including duct work and fans), fire suppression systems, building electrical lighting fixtures (including re-lamping), walls, ceilings and repair of floors and floor coverings. The Contractor shall bear the expenses of repairs necessary because of negligence on the part of the Contractor or the Contractor's employees.

**iii.** At its own expense, provide, install and permit the Contractor to use the equipment listed and additional equipment of a similar type when required for expansion approved by the CO; provided, that equipment no longer needed for the contract operations may be withdrawn by the COR. The Government will replace equipment which it has provided, as it deems necessary.

**d. Parking:**

**ST. ELIZABETHS CAMPUS**

Two parking spots will be provided at above location for Contractor's use in the performance of the Contract.

**POTOMAC CENTER NORTH**

One parking spot will be provided at above location for Contractor's use in the performance of the Contract.

**NEBRASKA AVENUE COMPLEX**

Parking will be provided at above location for Contractor's use in the performance of the Contract.

**e. Windows:**

The Government shall be responsible for the cleaning of all windows (outside and inside thereof). The Government shall be responsible for the cleaning of blinds, window coverings and drapes in the dining areas.

**f. Government-owned equipment:**

The Government will furnish for the Contractor's use, foodservice equipment listed in the attached Inventory of Food Service Equipment List.



In the following three paragraphs g., h. and i. the “Government” is defined as:  
GSA on the ST. ELIZABETHS CAMPUS  
The Agency at POTOMAC CENTER NORTH  
The Agency at NEBRASKA AVENUE COMPLEX

**g. Rodent/Pest Control**

The Government will contract, pay for and maintain an effective program for Rodent/Pest Control. The Contractor shall coordinate with the programs conducted by the building's management staff and/or building management pest control Contractor. The Contractor shall be responsible for advising the COR about any structural, sanitary, or procedural actions by the Government that would reduce food, water, harborage, or access used by pests. The Contractor must maintain sanitation standards to the satisfaction of the Government to help control and minimize rodent activities. Failure to maintain sanitation standards to the satisfaction of the Government will result in the Contractor assuming all Rodent/Pest Control costs.

**h. Trash Removal**

The Government will contract and pay for trash removal and the trash container. The Contractor is responsible for transporting trash (material that cannot be composted or recycled) to building trash container location. Failure to maintain sanitation standards to the satisfaction of the Government will result in the Contractor assuming all trash removal costs. The Contractor is responsible for maintaining and emptying trash from dining room collection points during and after service.

**i. Preventive Maintenance**

The Government shall perform a preventive maintenance (PM) program on all Government-owned equipment. The preventive maintenance provided by the Government will be in accordance with the manufacturer's suggested maintenance guide for each individual piece of equipment. The PM Contractor performing the preventive maintenance program will instruct the food service Contractor how to maintain equipment requiring PM on a more frequent basis. PM follow-thru from the Contractor is essential to ensure Government-owned equipment is maintained properly. If the Contractor fails to follow the PM instructions, proper operation or cleaning of Government owned equipment, the CO has the right to charge the Contractor for future preventive maintenance. The Government will not perform preventive maintenance (PM) on any equipment provided by the Contractor.

**j. Equipment Repairs**

**At ST. ELIZABETHS CAMPUS** - GSA shall be responsible for the repair and the repair cost (material, parts, and labor) of Government-owned equipment. The Contractor shall immediately report any potential need of repairs to the Government. The Government designated representative will make the decision whether to proceed with the repair or equipment replacement.

The Contractor will be responsible for all Government-owned equipment repair costs or replacement costs due to improper use, vandalism or abuse by Contractor employees.

**At POTOMAC CENTER NORTH and NEBRASKA AVENUE COMPLEX** - The Contractor shall be responsible for the repair and a portion of the repair cost (material, parts, and labor) of Agency-owned equipment.

The Contractor’s annual cost of repair of Agency-owned equipment shall not to exceed six thousand dollars (\$6,000.00) in a Government fiscal year at each location (PCN and NAC); repair costs over six thousand dollars

(\$6,000.00) in a fiscal year will be paid by the Agency. The Contractor shall submit monthly to COR a log/record of equipment repaired, description of repair, date of repair, contractor performing repair, cost and year to date repair balance.

The Contractor shall immediately perform repairs whenever they are required and shall notify the Government via e-mail when such work is being accomplished. However, repairs on cafeteria equipment covered by a warranty or guarantee agreement shall not be initiated without the prior approval of the Agency.

The Contractor shall immediately report any potential need of repairs where it may be in the best interest of the Agency to consider replacing the equipment rather than repair. The Agency designated representative will provide the decision to proceed with the repair or equipment replacement.

The Government will not perform repairs on any equipment provided by the Contractor.

The Contractor will be responsible for all Government-owned equipment repair costs or replacement costs due to improper use, vandalism or abuse by Contractor employees. The CO shall solely determine if such equipment shall be repaired or replaced by the Contractor.

## **9. Rights and Authority of the Government:**

### **A. Approval.**

Subject to the detailed provisions stated in this Statement of Work, Contractor operations shall be subject to the review and approval of the CO or his designated representative.

### **B. Public space.**

The Government reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Government employees or other assemblies. After each use the space will be cleaned and rearranged by the Government without expense to the Contractor.

### **C. Restrictions.**

**i. Equipment.** Unless otherwise permitted by the CO or the COR, the Contractor shall not install and/or operate any automatic vending equipment other than that specified, or remove any Government-owned equipment from the premises (except for repair).

**ii. Patronage.** Since the facilities to be provided hereunder are for the benefit and conveniences of Federal employees, patronage from other sources may be regulated by the Government.

**iii. Weekends and Federal holidays.** No work shall be performed weekends or Federal holidays without prior approval of the Building Manager.

**iv. Facilities.** The physical facilities made available to the Contractor under this contract shall not be used in connection with operations not included in the contract. However, the Contractor may, if desired, utilize centralized food preparation and storage sources located elsewhere from which distribution is made to facilities operated by the Contract, including the facilities included in this contract.

**D. Records.**

The Contractor shall maintain such accounting and operating records in connection with operations under this contract as are satisfactory to the CO. The Contractor shall take all necessary precautions to assure that all income received from any source is immediately recorded through cash register sales tickets and that all expenditures are supported by appropriate vouchers.

**E. Cash Register Readings.**

The Contractor shall permit a representative of the Contracting Officer to read cash register counters and sales recorders on demand.

**F. Projected Annual Budget.**

At the beginning of each fiscal year, the Contractor shall provide the Contracting Officer or his designated representative a projected annual operating budget (pro forma), estimated customer participation and projected check average.

**G. Modification of Contract.**

Modifications of the terms of the contract may be made by mutual agreement in writing between the CO and Contractor. The Government reserves the right to add additional locations/facilities in the future to this Contract by mutual agreement.

**H. Discrepancy in the Specifications.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final and conclusive on the parties hereto subject only to appeal as provided in the "Disputes" clause of this contract.

**10. Protection and Damage:**

Items shall be removed, if necessary, and replaced in their original locations. Equipment, furnishings, building and building accessories damaged due to work performed by the Contractor or a subcontractor under this contract shall be repaired or replaced to their original condition by the Contractor at no additional cost to the Government.

## INSPECTION AND ACCEPTANCE

### **1. Contractor Responsibility:**

The Contractor is responsible for the day-to-day inspection and monitoring of all contract services performed to ensure compliance with contract requirements. The results of all inspections conducted by the Contractor shall be documented on inspection reports (warranted as presented) and made available to the COR as required, or on the last workday of each month.

### **2. Quality Standards:**

The Contractor shall ensure that the required services in the Statement of Work and elsewhere in this contract, meet the quality standards outlined herein. All work performed under this contract shall be highest quality, consistent with best industry practices, assure timely provision of services, optimum tenant Agency satisfaction, comply with Wellness Program and Sustainability Plan requirements and adequate protection of Government assets.

### **3. Contract Representative:**

Five days prior to the contract starting date, the Contractor shall submit to the Contracting Officer a written notice designating a representative to whom all notices issued by the Government may be delivered, mailed, or e-mailed, including notices required under the contract for proposed deductions and final decisions.

### **4. The Role of Government Personnel and Responsibility for Contract Administration:**

#### **A. Contracting Officer (CO).**

XXXX

[XXXX@gsa.gov](mailto:XXXX@gsa.gov)

The CO has the overall responsibility for administering this contract. He/She alone, without delegation, is authorized to take actions on behalf of the Government to: amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, the CO may delegate certain other responsibilities to his/her authorized representatives.

#### **B. Contracting Officer's Representative (COR).**

XXXX

[XXXX@gsa.gov](mailto:XXXX@gsa.gov)

The individual shown above is designated as the Contracting Officer's Representative (COR) to assist the Contracting Officer in discharging his/her responsibilities when he/she is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract, taking into account any reports from the using Agency's designated representative; acting as liaison between the Contractor and Agency, when necessary; ensuring compliance with the contract requirements through periodic visits to the Contractor's facilities; assisting in the resolution of any issues that arise with regard to Contractor performance

or Government responsibilities; assisting in the expedition of orders when required; and advising the CO of the factors which may cause delay in performance of the work

### **C. Representatives of the Government.**

Representatives of the Government (Account Managers/Contract Inspectors/COR) are subordinates of the COR and are responsible for inspecting the Contractor's day-to-day work. The responsibilities of the Representatives of the Government include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; ascertaining that all defects or omissions are corrected; conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the CO and COR in meeting his/her contract responsibilities.

## **5. Inspections:**

1. Facilities operated under the contract will be inspected periodically by representatives of the Government and, when circumstances warrant, by representatives of local health departments. After each inspection the operator will be advised of unsatisfactory conditions for which he/she is responsible. Deficiencies thus reported shall be corrected by the operator in timely period specified by such inspections or written justification for an extension of not more than one (1) full day. Local health inspections must be reported to COR within 24 hours.

2. The Government shall have the right to send its representative into areas assigned for the operator's use, at anytime, for inspection or other purposes approved by the CO.

3. The Contractor will be subject to a monthly, unannounced audit of the food service facilities by a representative of the CO. The audit shall specifically include a comprehensive review of:

- (a) Service quality, attentiveness, courtesy, and similar factors.
- (b) Food quality, presentation, merchandising and promotions.
- (c) Sanitary practices and conditions.
- (d) Personnel appearance and staffing levels in accordance with Contractor proposal.
- (e) Training program techniques, schedules and records.
- (f) Safety conditions.
- (g) Menu compliance, as indicated in the minimum acceptable menu profile to include GSA approved wellness selections (40% for wellness menu items and 30% of the product line to be organically, locally, or documented sustainably grown).
- (h) Portion sizes as submitted in the Contractor's business plan.
- (i) Menu pricing as submitted in the Contractor's business plan.
- (j) Cash Register tapes and sales records.
- (k) Vendor overall program (stations and/or renovations) as submitted in the response to the Request for Proposal (RFP).
- (l) Sustainability practices as specified in the Contractor Sustainability Plan.
- (m) Adherence to contract requirements to participate in Government recycling program.

- (n) Use of Green Seal certified cleaning products.
- (o) Maximizing and proper use of composting equipment.
- (p) Energy and water conservation program.
- (q) Adherence to the dietary guidelines herein.
- (r) Composting programs.
- (s) Menu and nutritional analysis labeling.

## **6. Reviews:**

GSA and contract administrators/coordinators will meet quarterly in order to assess the operational and financial results specific to the wellness and sustainability objectives specified herein. In addition to these quarterly meetings, the Contractor shall prepare a bi-annual report as described below in preparation for a bi-annual meeting between all parties to the contract. Upon presentation of adequate documentation, GSA will consider all reasonable program change recommendations.

The quarterly review will include an on-site meeting between GSA, the Agency, and the Contractor and will discuss the Contractor's compliance with the contract, including but not limited to customer satisfaction and/or complaints, an assessment of the Contractor's implementation of the wellness and sustainability programs, Contractor's health and safety record, Contractor concerns, and other subjects the parties deem necessary. If significant issues are identified during a quarterly review, the Government will develop a Performance Improvement Plan. The Performance Improvement Plan will include reasonable and appropriate timeframes for remediation of the issue(s) noted therein. Contractor's failure to implement the Performance Improvement Plan within the timeframe(s) stated in the Performance Improvement Plan may be deemed, in the Government's sole discretion, failure to perform by Contractor, for which the Government may terminate for cause this contract.

In addition to the quarterly reviews, a bi-annual review will be conducted that will include a comprehensive review of all aspects of the operation. The review will assess every key aspect of the operation, with the vendor giving a presentation of how the site is performing measured against critical benchmarks such as customer satisfaction rate, capture rate, food and labor costs and a marketing plan. At the end of the review, the vendor will present benchmark goals for the coming six months/year as well as a marketing plan and business plan.

To facilitate the bi-annual review, the Contractor shall provide a written report to GSA and the Agency. It is in the best interest of the Government to ensure the success of the Contractor during the performance of this contract. The Government, with oversight and support of the Contractor, will also ensure the satisfaction of the Agency and customers. The bi-annual report is intended to provide focus as to the Contractor's efforts and build a plan that is in line with industry trends and provide customers with venues that meet their expectations and build on continued operational success.

The bi-annual report provided and conducted by the Contractor shall include a comprehensive review of the above and also shall include:

- (a) Patron Survey – overall results and trend analysis
- (b) Quantity of complaints/comments and specific nature with Contractor responses, including, without limitation, complaints/comments submitted by customers to the electronic feedback program noted below.
- (c) Monthly Inspections including internal, GSA, Federal Occupation Health (FOH), Health Department, etc.
- (d) Food Safety Audit

- (e) Vendor overall program (stations and/or renovations) as submitted in the response to the Request for Proposal (RFP)
- (f) Profit and Loss Statement review.
- (g) A summary of the year's inspection/audit reports from Section 5.3 above.

<b>Deliveries</b>
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**1. Milestone Chart for Contractor's Deliverables:**

The Contractor shall be required to submit the following deliverables and reports at times specified in the contract which are considered critical to the successful completion of all contractual requirements. All correspondence is to include facility name and contract number.

<b><u>ITEM</u></b>	<b><u>DUE DATE</u></b>	<b><u>DUE TO</u></b>
Price Portion Book	Prior to start of service	COR
MSDS Sheets	Prior to start of service	On Site
HAACP Plan	Duration of Contract	On Site
Manager Resume	2 weeks prior to start of service	COR
Manager Resume Update	Duration of Contract	COR
Certified Food Handler	Duration of Contract	On Site
Training Records	Duration of Contract	On Site
Participation in Fire and Civil Defense Training	Duration of Contract	On Site
Profit and Loss Statement	Monthly	COR
Patronage and Sales Report	Monthly	COR
Sales Product Mix Report	Monthly	COR
Certified Year End Statement	End of Fiscal Year	COR
Equipment Inventory Verification	30 days after start of service	COR
Subcontracts	Duration of Contract	COR
Projected Annual Budget	Beginning of Fiscal Year	COR
Contractor Inspection Reports	Duration of Contract	On Site
Contract Representative	5 days prior to start of service	CO & COR
Record of Health Inspection	1 day after inspection	COR
Payment	Monthly	Gov't/COR
Licenses	Prior to Start of Service	On Site
HSPD 12 for new hires	Duration of Contract	COR
Central Contractor Registration	Prior to start of service	CO
Insurance Requirements	Prior to Notice to Proceed	CO
Online Representations and Certifications Application	Prior to Notice to Proceed	CO
Bi-annual Review	Duration of Contract	GSA/Agency
Review of Profit and Loss Statement	Duration of Contract	CO
Repair /PM log	Duration of Contract	COR
Nutrition Information	Duration of Contract	COR



## **2. Government Deliverables Due the Contractor:**

Post Award Conference - Date to be determined

Employee Safety Briefing - Date to be determined and conducted by Government

Work space (office, locker, and storage area) – if available

Keys for closets, storage areas, etc – if applicable

Building Credential Badge – provided after receipt of favorable final HSPD-12 suitability

<b>CONTRACT ADMINISTRATION DATA</b>
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**1. Administrative Expenses and Loss:**

The administrative expenses are not to exceed 3% of net sales on an average annual basis during the full-term of the contract.

If the final audit shows that that the Contractor incurs a loss, the Contractor shall absorb such deficit or loss and the Government shall not in any way be liable therefore.

**2. Payment:**

The Contractor at a minimum shall pay the Government the amount per calendar month equal to two (2%) percent of net sales. The contractor may offer a higher percent of net sales as a payment.

This payment may be waived at the sole discretion of the CO. The CO may elect to increase the payment percent based upon the overall financial performance of the contract by giving the contractor sixty (60) days notice. The increase will not exceed 1% in a 12 month period.

**3. Purpose of Payment and Payment Schedule:**

This fee shall be applied to the Government's "out-of-pocket" expenses.

A. This payment shall be made monthly, in arrears, unless waived by the CO in writing in a form of contract amendment. The first payment shall be made not later than thirty days after the end of the first month of operation. First payment to cover the first month's operation or fraction thereof. Subsequent monthly payments shall be made not later than the twentieth day (20<sup>th</sup>) after the end of the previous month.

B. Payment shall be by check made payable to the General Services Administration and mailed or delivered to:

**Finance Lock Box 301511  
General Services Administration  
19220 Normandie Ave.  
Torrance, CA 90502**

C. The check shall be marked (concessions check), identified with the contract number and the month for which the payment is being made. A copy of the monthly profit and loss statement must accompany the check.

D. Copies of the check and the monthly profit and loss statement for each location shall be forwarded to the program office. Mail to:

**General Services Administration  
National Capital Region  
Retail, Concessions and Specialty Services Branch  
Attention: Designated COR  
301 7th Street, SW, Room 7415  
Washington, DC 20407**

**4. Failure to Perform:**

In the event work is performed unsatisfactorily (i.e. not in compliance with the terms of this contract), the Contractor will be requested to correct the deficiencies within 15 days from notification by the Government. This period maybe extended at the request of the Contractor and at the discretion of the CO or COR. In case stated corrections are not completed within the time frame noted, the Government reserves the right to exercise all available options, including termination, in this contract.

## **5. Suspension of Work:**

**A.** In the event Federal employees are dismissed from work for any reason (e.g. due to severe weather, unanticipated holidays declared by the President or failure of the Congress to appropriate funds, etc.), the Contractor may be required to temporarily cease operations. The Government will not be liable for any claim for business lost during such a suspension of Government operations.

**B.** The Contractor will resume operations on the following Government business day. The Contractor is required to notify the COR immediately if operations cannot be resumed on that day.

## **6. Proprietary Marks:**

GSA acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, of Contractor are proprietary to the Contractor, and its affiliated and parent companies, and will not use the marks for any purpose except as expressly permitted in writing by the Contractor.

## **7. Business Licenses, Taxes & Assessments:**

The Contractor shall pay all Federal, State, City, and other taxes or assessments in connection with the operation and performance of the Services. The Contractor shall keep current and pay all licenses and permit fees in connection with Services including employers' liability coverage.

## **8. Payment of Postage and Fees:**

The Contractor shall pay all postage and fees relating to contractual information, forms, reports, etc. mailed to the Government.

## **9. Marking:**

All information submitted to the Contracting Officer, or the Contracting Officer's Representative, shall clearly indicate the contract number for which the information is being submitted.

## **10. Termination of Contract by Contractor:**

The Contractor may terminate this contract by giving the Government 365 days written notice of its intention to do so. Upon receipt of written notification, the Contractor will continue full, uninterrupted performance under the terms and conditions of this contract, through and including the mutually agreed date of termination. Any investments made by the Contractor will not be reimbursed by the Government.

If Contractor chooses to terminate contract, or if the clause "Termination for Cause" is exercised by the Government, then the Contractor will be responsible for the cost to the Government to procure a new contract. Costs and expenses to procure a new contract will be determined by the CO and costs can be waived at the sole discretion of the CO.

## **11. Wage Determination:**

Offerors are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this solicitation **MUST BE PAID** the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination also posted on [www.wdol.gov](http://www.wdol.gov). This determination was issued under the provisions of the McNamara - O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR Part 4.

## **Special Contract Requirements**

### **1. PERSONNEL:**

#### **A. Qualifications of Employees.**

Employees must meet qualifications as specified in GSAM 552.237-71 and FAR 52.222-3. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest.

### **2. SECURITY REQUIREMENTS:**

#### **A. Identification/Building Pass.**

For new employees selected to work in Federal facilities, it is the responsibility of the Contractor to initiate a preliminary background investigation to insure that the selected employee will meet the security clearance requirements outlined below.

The contractor shall provide the GSA Account Manager a copy of the favorable result of the preliminary investigation initiated by the contractor for GSA to initiate a request for a temporary access to the facility (if applicable), this temporary access will serve as an interim until the final HSPD-12 has been completed and the employee receives a favorable adjudication and is issued a permanent security badge. Under no circumstances is an employee of a contractor allowed to work at any Federal facility contracted under GSA without an initial favorable background investigation initiated by the contractor.

The Contractor shall ensure that every new employee has an occupant Agency/Contractor identification/building pass before the employee enters on duty. The Contractor and the Contracting Officer's Representative shall authorize each pass issued. The Contractor shall see that all passes are returned to the Contracting Officer's Representative as his employees are dismissed or terminated, and when the contract expires. All passes must contain an expiration date.

The Contractor shall require that all employees display at all times their passes during duty hours and show them upon request. The Contracting Officer's Representative or other Government personnel designated by him shall periodically verify the passes of Contractor employees with their personal identification.

The Contractor shall make its employees available for photo identification badges, when required by the Government, on a schedule to be worked out with the Contracting Officer's Representative. The Government will make the badges after a favorable security report has been received on the Contractor employees. Occupant Agency personnel will take the pictures and furnish the equipment and material to make the identification badges. Contractor employees shall sign each badge at the time of photographing. The Contractor shall see that all badges are returned to the Government when employees are dismissed or terminated. The Contractor will notify the Contracting Officer's Representative when employee badges are lost. It will be the responsibility of the Contractor to pay for replacement badges.

#### **B. Clearances.**

The Government will have full and complete authority over granting, denying, withholding, or terminating clearances for contract employees. The Government may authorize and grant temporary clearances to

employees. However, the granting of a temporary clearance shall not be considered assurance that full clearance will follow. The granting of either temporary or permanent clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government

**C. Security Clearance Requirements (Non-Classified Contract).**

Unless otherwise specified, the Contractor will submit to the Contracting Officer's Representative (COR) upon hire, HSPD-12 Contractor Suitability Information Worksheet of each individual who will be working under the contract. These Government furnished forms will be submitted for new and replacement employees before entrance on duty. Contract employees that fail to submit all the required documents and are found working at a GSA facility will be immediately removed from the facility until all of the required documents have been submitted.

A notice to proceed, or its equivalent, shall not be issued until satisfactory quality control plans, maintenance schedules, and security clearance information are provided and found acceptable by the Contracting Officer or an authorized representative. Contract employees who have not received security clearance shall not be allowed to work in federally occupied space.

FPS will conduct a background check utilizing the National Agency Checks with Written Inquiries (NACI) to determine the existence of a criminal record once the FPS HSPD-12 Contract Info Worksheet is received and reviewed for accuracy and completeness. Upon receipt of the FPS HSPD-12 Form, the FPS staff will conduct the appropriate Background investigation. If no negative information is received, FPS will enter the Contractor's into the e-QIP system for processing. The Contractor will receive an e-mail notification to access the internet and logon to e-Qip and complete the indicated security forms. The Contractor will have 7 working days to enter e-Qip and fill out all necessary forms. Upon completion of the forms and e-QIP acceptance of the forms, the system will generate a general release form, a medical release form and an e-QIP Investigation # attached. The Contractor will sign the release form and together with two (2) copies of completed fingerprint cards, and a copy of (2) picture ID's. Fingerprint results should take 3-5 days to be completed and results provided to Credentialing Official at NCR.

The contract employee may start work on a GSA contract while awaiting NIA clearance if escorted or their work is limited to public areas and normal public access times. Until a "Suitable" NACI determination has been made, the contract employee must submit to the security check access procedure that is in place at the facility where the employee is working. GSA will not provide the employee with an access badge, until the "Suitable" NACI has been received.

If Federal Protective Service personnel receive evidence of disqualifying criminal history information, they will immediately advise the COR that the employee has received an "Unsuitable" NACI. The COR will advise the contract employer that the employee is "Unsuitable" and a Notice of Final Adjudication determination must be rendered. Until that check is completed, the individual in question will not be allowed access in the Federal building as a GSA contract employee.

A person who receives an "Unfavorable" Notice of Final Adjudication determination will be provided a reasonable time (30 days) to challenge the accuracy of the information contained in the FBI criminal history records; past employment history and/or State criminal history repositories; or to provide additional facts, proof and supporting documents outlining any mitigating circumstances affecting any information maintained in the criminal history records. During the 30 days the person will not be allowed access to the building.

All contract employees that receive a “Favorable” Notice of Final Adjudication receive a clearance valid for five (5) years from the Notice of Final Adjudication date. Contract employees cleared through this process while employed by a Contractor who is subsequently replaced by another Contractor shall only be required to submit another set of clearance forms if the employee has not been cleared within the last five years, or if required by the Contracting Officer's Representative.

In emergency situations, such as when a replacement is needed for a long-term contract employee, due to illness or other unforeseen events, a substitute contract employee may be granted access to the facility. The Manager must ensure that the employee is escorted while they are performing their assigned contract duties or their work is limited to public areas and normal public access times, until the new employee has received a “Suitable” NACI clearance.

### **3. STANDARDS OF CONDUCT:**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

The CO, or his authorized representative (COR), may require dismissal from work any employee who does not meet any of the above standards or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility, building population or the Government.

## **Contract Clauses**

### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

#### **COMPARABLE RATES:**

The Service Contract Act of 1965, as amended, requires the contracting Agency to state the comparable rates which employees would be paid if employed by the Government. These rates are for information only, and do not control the rates to be paid under the contract. The following classes of service employees expected to be employed under the contract would, if employed by the General Services Administration, be paid not less than: (Refer to Wage Determination Attachment)

### **COMMERCIAL ITEMS CONTRACT CLAUSES INDEX (Updated 10/2003) (CLAUSES INCORPORATED BY REFERENCE)**

#### **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 will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far>

<http://www.arnet.GSAM/gsam.html>

<u>CLAUSE NO.</u>	<u>48 CFR REFERENCE</u>	<u>APPLICABLE CLAUSE TITLE</u>
1	52.204-4	Printed or Copied Double-Sided on Recycled Paper (8/00)
2	52.204-6	Data Universal Numbering System (DUNS) Number (10/03)

#### **52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS. (SEP 2005)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and  
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.



(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In

connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS. (NOV 2006)**

(a) The Contractor shall comply with the following Federal Acquisition (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items(1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(2)52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub.L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(Contracting Officer check as appropriate.)

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_ (ii) Alternate I (Mar 1999) of 52.219-5.
- \_\_\_ (iii) Alternate II (June 2003) of 52.219-5.
- \_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- \_\_\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
- X (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (23) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (24)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- \_\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- \_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255 (f), 10 U.S.C. 2307(f)).
- \_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 332).
- \_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer- Other than Central Contractor Registration (May 1999) (31 U.S.C).
- \_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 332).
- \_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S. -Flag Commercial Vessels (Feb 2006) (46 U.S. C. Appx. 1241 (b) and 10 U.S.C. 2631).
- \_\_\_ ii Alternate 1 (Apr 2003) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)(E.O) 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

*Alternate I (Feb 2000).* As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS. (SEPT 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

  X   552.223-72     Hazardous Material Information

(b) Clauses.

       552.223-70     Hazardous Substances

- \_\_\_552.223-71 Nonconforming Hazardous Material
- \_\_\_552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
- \_\_\_552.238-72 Identification of Products that have Environmental Attributes

**52.204-7 CENTRAL CONTRACTOR REGISTRATION (Jul 2006)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## **52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS**

As prescribed in 4.1202, insert the following provision:

### ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [*insert NAICS code*].

(2) The small business size standard is \_\_\_\_\_ [*insert size standard*].

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.



(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Nov 2006)**

As prescribed in 4.1301, insert the following clause:

**PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

(a) The Contractor shall comply with Agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JULY 2000)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

\_\_\_ 552.237-70 Qualifications of Offerors

(b) Clauses.

552.203-70 Restriction on Advertising

\_\_\_ 552.211-73 Marking

- 552.215-70 Examination of Records by GSA
- 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
- 552.215-72 Price Adjustment—Failure to Provide Accurate Information
- 552.219-70 Allocation of Orders—Partially Set-Aside Items
- 552.228-70 Workmen’s Compensation
- 552.229-70 Federal, State and Local Taxes
- 552.232-8 Discounts for Prompt Payment
- 552.232-23 Assignment of Claims
- 552.232-71 Adjusting Payments
- 552.232-72 Final Payment
- 552.232-73 Availability of Funds
- 552.232.78 Payment Information
- 552.237-71 Qualifications of Employees
- 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
- 552.238-74 Contractor's Report of Sales
- 552.238-75 Price Reductions
- 552.242-70 Status Report of Orders and Shipments
- 552.243-72 Modifications (Multiple Award Schedule)
- 552.246-73 Warranty - Multiple Award Schedule
- 552.246-76 Warranty of Pesticides

**52.223-4 RECOVERED MATERIAL CERTIFICATION**

As prescribed in 23.406(c), insert the following provision:

**RECOVERED MATERIAL CERTIFICATION (MAY 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**52.223-10 WASTE REDUCTION PROGRAM**

As prescribed in 23.706(a), insert the following clause:

**WASTE REDUCTION PROGRAM (AUG 2000)**

(a) *Definitions.* As used in this clause—

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR Part 247).

## **52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS**

As prescribed in 23.206, insert the following clause:

### **ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

(a) *Definition.* As used in this clause—

“Energy-efficient product”—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

## **52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS**

As prescribed in 23.706(b)(1), insert the following clause:

### **IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)**

(a) *Definitions.* As used in this clause—

“Computer monitor” means a video display unit used with a computer.

“Desktop computer” means a computer designed for use on a desk or table.

“Notebook computer” means a portable-style or laptop-style computer system.

“Personal computer product” means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see [www.epeat.net](http://www.epeat.net).

*Alternate I (Dec 2007).* As prescribed in 23.706(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Silver registered or higher. Silver is the second level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

#### **52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS**

As prescribed in 23.406(e), insert the following clause:

**AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

#### **52.223-1 BIOBASED PRODUCT CERTIFICATION**

As prescribed in 23.406(a), insert the following provision:

**BIOBASED PRODUCT CERTIFICATION (DEC 2007)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

#### **52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS**

As prescribed in 23.406(b), insert the following clause:

**AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

- (1) The product cannot be acquired—
  - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 *et seq.*). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

- (i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

**ADDENDUM TO FAR 52.212-4, 52.212.5 and 552.212-71**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

52.237-1 Site Visit

52.237-2 Protection of Government Buildings, Equipment & Vegetation

52.228-5 Insurance – Work on a Government Installation

52.217-2 Cancellation Under Multi-year Contracts

52.217-6 Option for Increased Quantity

52.217-8 Option to Extend Services

52.217-9 Option to Extend the Term of the Contract\*

552.217-71 Notice Regarding Options

\*Fill in for Clause 52.217-9: Option may be exercised 180 days before expiration of contract; total duration of services shall not exceed 15 years.

## **Instructions, Conditions and Notices to Offerors**

### **1. Insurance Requirements:**

Evidence of insurance is to be provided to the address below before notice to proceed on contract can be issued:

General Services Administration  
Public Building Service  
Potomac Service Center c/o Concessions Office room 7415  
Attention: XXXX Contracting Officer  
301 7<sup>th</sup> Street, SW  
Washington, DC 20407  
Fax: (XXX) XXX-XXXX  
e-mail: XXXX@gsa.gov

#### **A. Worker's Compensation and Employer's Liability.**

The Contractor (i.e. successful Offeror) is required to comply with applicable Federal and State Worker's compensation and occupational disease statutes; however, notwithstanding the permissibility of deductibles under those statutes, occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 each accident shall be required except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

Even though the laws of a State might allow a Contractor to be a non-subscriber to worker's compensation, the Contractor is required to carry and maintain worker's compensation insurance (without any deductibles) and employer's liability insurance. If occupational diseases are not covered under the worker's compensation policy, it shall be covered under the employer's liability section of the insurance policy.

#### **B. General Liability Insurance.**

General Liability insurance coverage written on the comprehensive form of policy is required in the amount of \$500,000 per occurrence for bodily injury, \$50,000 per occurrence for property damage. (See FAR 52.228-5 Insurance Work on a Government Installation and GSAR 552.228-76 Insurance).

### **2. Instructions to Offerors:**

Proposals must be received on OR before the due date specified on the proposal cover sheet.

#### **A. 52.212-1 Instructions to Offerors – Commercial Items (Sep 2006)**

**i.** North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

**ii.** Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 18, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information;
- (11) If the offer is not submitted on the SF 18, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

**B. Instructions on Submitting Proposals.**

These instructions are in addition to the instructions listed in 1-11 above. Offerors shall submit an original and two copies of the proposal, prepared in such format and detail as to enable the Government to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offeror can meet the Government's requirements. In addition to the above, the Contractor shall submit an electronic copy (PDF format) of the complete proposal. Your proposal package shall be sealed in an envelope. All envelopes shall clearly identify your firm name and address.

**C. Contents of the Proposal.**

Each proposal should be divided into two parts (Part I – GENERAL INFORMATION and Part II – SPECIFIC INFORMATION) and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified. Both parts, properly identified, may be in the same binder or loose-leaf cover.

**Part I – GENERAL INFORMATION**

The general information portion of the submission should contain:

- (1) The offeror's signed SF-18, Addendum to SF 18 (to include the Remittance Address, DUNS Number, and CCR Registration), Representations & Certifications and GSA Form 527.
- (2) Financial qualifications of offerors: Each offeror submitting a proposal on the work for this contract is required to submit with their offer evidence of their financial responsibility and capacity to carry out the terms of the contract. This information should be submitted on GSA Form 527, Contractor's Qualifications and Financial Information.
- (3) Insurance requirement: Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. (See clause 52.228-5 Insurance - Work on a Government Installation and GSAR 552.228-76 Insurance.)

## **Part II – SPECIFIC INFORMATION**

### **TAB A – CORPORATE CAPABILITY/ MANAGEMENT CONTROLS AND ACCOUNTABILITY.**

#### **Corporate Capability**

List the name and address of a minimum of **five** references. Provide contact name, address, telephone number(s), and e-mail address. For these references provide account name, opening date, building population, patronage, annual dollar value, and type of contractual arrangements; (i.e., management fee, profit and loss, fixed price or other). It is incumbent upon an offeror to provide complete and accurate contact information. These references should include if applicable GSA accounts your company operates whether within or outside of the Metropolitan Washington, DC region.

The Government reserves the right to contact additional sources for information on past performance or conduct a site visit of the identified facilities to evaluate Contractor capabilities of performing under the terms of this contract.

Provide general background information on your company.

Provide experience and/or ability to operate profit/loss contracts in a Campus setting and at multiple locations under a single contract.

Describe the step-by-step opening process/plan you will use to properly and timely open the cafeteria facilities at each location (St. Elizabeths Campus, Potomac Center North, Nebraska Avenue Complex) if you are awarded the contract. Include a detailed action plan with dates, responsibilities and steps for each action.

#### **Management Controls and Accountability**

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) provide a projected annual operating budget (profit and loss statement) with a written explanation of how each budget line was developed (refer to attachment for sample) Budget should be based on 250 business days per year.

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) provide a sales model with the estimated customer participation, check averages and sales for each meal period, break period and catering (refer to attachment for sample).

Provide a detailed list of all start up costs (POS systems, small wares, corporate support during opening, etc.).

Describe in detail accounting systems and procedures to include information required in complying with the terms of this contract. Include management reports and other control checks with planned frequency schedules.

Provide procedure and responsibility for internal audits that are conducted on operational controls, financial statistics, methods, procedures, and systems.



Describe in detail the quality assurance program that will be used to ensure your company's highest standards are met for this specific facility. Include forms, follow-up procedures, implementation plan, frequency, and checks.

Provide samples of any reports and frequency that your company will provide to communicate with GSA and the Agency. Provide a sample of your company's bi-annual review report (as described in the contract).

Describe the methods that you will be utilized to receive customer feedback and the process that will be in place to respond to the feedback.

### **Sanitation**

Include a complete and comprehensive internal sanitation program geared to these facilities. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, sample forms and management reports.

Provide information on recyclable grease collection container, frequency of removal, hauler and standards for keeping the grease collection area clean.

### **TAB B – RESOURCES AND STAFFING.**

Provide organization chart(s) showing the entire chain of command for your company. Describe how the positions shown in the organization chart support the on-site managers and staff and ensure the success of the account.

Indicate and provide background information for the positions/persons that will be responsible for implementing and sustaining all sustainability and wellness initiatives your company proposes.

Describe in detail home-office support resources, including inspection forms.

Provide a schedule for site visits and audits by corporate team including job title of the persons who would be a part of the visiting corporate team.

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) provide a detailed staffing guide that includes position (hourly and management), wage rate, hours per day, hours per year, benefit percentage and summaries total hourly and management wages and salaries.

Provide qualifications of the on-site managers and management team. Indicate the proposed level of experience and minimum qualifications you will require in managing operations with sustainability and wellness programs.

Provide and explain company policy, process and resources for providing hourly and management backup staff for scheduled and unscheduled absences.

Explain in detail hourly employee and management training programs (course subject matter, duration, frequency and teaching method).

Provide detail on your company's philosophies and approaches to human resource management and administration (including: recruiting, hiring, training, evaluating and retention).

**TAB C – FOOD PROGRAM AND CONCEPTS.**

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) provide a innovative food program with major stations/concepts identified and pricing that you will implement.

Describe your operational approach on Mondays and Fridays to account for the anticipated building population drop due to telework and alternate work schedule.

Provide a concept drawing for each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) indicating the location of your company's major stations/concepts, assure that major stations/concepts are compatible with the facility and equipment.

Compare the food program and concepts you will be providing in performing this contract with the latest trends in the foodservice industry.

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) summarize the number of daily menu items and number of daily healthy menu items offered under each food station/concept for breakfast and lunch.

Provide information and approach for catering.

Provide your company's procedure and sample signage for communicating menu ingredients that may cause customer allergic reactions.

Describe innovative marketing techniques that will be utilized to promote and maintain customer interest and stimulate sales.

Provide hours of operation and menu profile for each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex).

For **POTOMAC CENTER NORTH**, The Agency would like for the contractor to provide:

- A frozen yogurt and topping station.
- A Deli program to respond to local competition that offers a wide selection of specialty (hot and cold) sandwiches.
- A Grill program with quality products to respond to local competition

**TAB D – WELLNESS PROGRAM.**

Provide a detailed plan and discuss your company's approach, experience and programs/procedures that work towards a comprehensive wellness program to be employed in complying with the terms of this contract. Your proposal response shall include, but not be limited to, the following wellness oriented concepts:

### **Menu Planning**

Involving a registered dietitian or nutritionist in the preparation of the menus, recipes and quality control process (recipe adherence, proper handling, etc.).

Menu choices to accommodate light, vegetarian, vegan and organic eaters.

Providing controlled portions for light eaters and/or those customers with medically defined restrictions.

Meeting GSA's nutritional guidelines.

### **Food Preparation**

Maximizing healthier cooking techniques in food preparation and cooking.

Providing and/or featuring hormone-free meat, fish and poultry (specifically, recombinant bovine growth hormone and non-therapeutic antibiotics).

Eliminating or greatly reducing trans fatty acids and saturated fats in addition to lowering of fat content without sacrificing taste or quality.

Eliminating or greatly reducing products containing high fructose corn syrup, modified corn starch, and other similar additives, as well as products including preservatives.

Other Wellness or healthy food preparation programs that will be incorporated into your operations.

### **Marketing**

Approach to promote healthy eating.

Utilizing subtle and overt means of presenting and promoting wellness in general.

Use of a nutritionist or registered dietitian for patron contact and consulting.

Utilizing media/technology to provide easily accessible nutrition information for the customers.

The strategic placement of useful nutrition information (including caloric, sodium, fat content, etc) on food/menu items at the point of choice to educate consumers about healthier food options (provide sample labeling).

Utilizing the USDA's Dietary Guidelines for Americans in food labeling.

### **Food Selection Standards**

As defined in the contract document discuss your company's approach, experience and programs to meet the standard criteria or provide above standard for the following categories:

1. Fruits
2. Vegetables
3. Cereal or Grains
4. Dairy/Yogurt/cheese/fluid milk

5. Protein foods
6. Beverages
7. Other considerations.

**TAB E - PRICE AND PORTION POLICIES.**

State your current pricing policy and philosophy.

State your future pricing policy and philosophy for the term of the contract.

State how supplier's and/or manufactures product rebates, incentives and discounts will be credited to the account.

Provide a sample format of your company's market basket that maybe used to support your proposed pricing and future price adjustments.

Provide a pricing strategy that provides incentive for customer to select healthier food options.

**TAB F - SUSTAINABILITY.**

Provide a detailed plan and discuss your company's approach, experience and programs/procedures that work towards a comprehensive sustainability program to be employed in complying with the terms of this contract. Your proposal response shall include, but not be limited to, the following sustainability oriented concepts:

**Green Purchasing**

Bulk purchasing programs in lieu of individually packaged products.

Environmentally friendly seafood programs (such as the Monterey Bay Aquarium's Seafood Watch or equivalent) for seafood purchase.

**Green Cleaning**

Green Seal certified or nontoxic and biodegradable cleaning products.

**Recycling/Waste Management**

Customers that bring their own re-usable products (e.g. coffee mugs, soda cups, lunch trays, etc.).

Compostable pre-bottled beverages or pre-bottled beverages that minimize plastic content.

Disposables and trays (reusable and disposable) that contain recycled content, are processed chlorine free and are petroleum-free (except reusable trays). All disposable products must be "compostable" specify brand or organic composition and compatible with the recycling/compost system provided.

Minimize waste stream and maximizing the use of recyclable content products.

Partnering and engaging with a food bank donation program.

Explain composting program to reduce waste stream and identify company that will be utilized.

### **Sustainable Foods**

Locally grown food products.

Organic food products

Other sustainable food products.

Fair-trade, shade grown and bird friendly coffee purchasing program.

### **Green Operations**

Educational and marketing programs that will be used to increase employee and customer awareness of your company's "Green" programs.

Using an environmental management system (EMS) to manage aspects of food service.

Other Green or sustainability programs that will be incorporated into your operations.

### **Energy and Water Conservation**

Include a complete and comprehensive internal energy and water conservation plan incorporating practices and procedures that will be used to reduce energy and water use in these facilities.

### **Food Selection Standards**

As defined in the contract document discuss your company's approach, experience and programs to meet the standard criteria or provide above standard for the following categories:

1. General operations
2. General Food
3. Sustainability labeling
4. Animal products
5. Beverages

### **D. Period for Acceptance of Offers.**

The offeror agrees to hold the terms and prices in its offer firm for ninety (90) calendar days from the date specified for receipt of offers, unless another time period is specified (and thus mutually agreed upon) in an addendum to the solicitation.

### **E. Product Samples.**

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

### **F. Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

1. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

2. Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(c) If this solicitation is a request for proposals, it was the only proposal received.

(d) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

3. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

4. If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

5. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

### **G. Contract Award.**

The Government intends to evaluate offers and award a contract without discussions with offerors. **Therefore, the offeror's initial offer should contain the offeror's best terms.** However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest and waive informalities and minor irregularities in offers received.

### **H. Multiple Awards.**

The Government reserves the right to make more than one award (multiple awards) at this Location, which includes any facilities immediately adjacent to this Location, and for this Agency, upon mutual agreement with the Contractor.

### **52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Corporate Capability/ Management Controls and Accountability

- Resources and Staffing
- Food Program and Concepts
- Wellness Program
- Price and Portion Policies
- Sustainability**
- Physical Space and Investment

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(c) The State Licensing Agency (SLA) shall be invited to respond to this solicitation. If the SLA submits a proposal and that proposal is judged to be within the competitive range and has been ranked among those proposals which have a reasonable chance of being selected for final award, the SLA will be afforded priority if the conditions set forth in 34 C.F.R. 395.33 are met.

**NOTE: THE GOVERNMENT MAY PROCEED WITH AWARD UNDER THIS SOLICITATION WITHOUT CONDUCTING DISCUSSIONS, THEREFORE, OFFERORS ARE ENCOURAGED TO INITIALLY SUBMIT THEIR MOST FAVORABLE PROPOSAL.**

**Proposals will be evaluated and scored on a weighted basis below on the following evaluation factors.**

<b>Evaluation Factors</b>	<b>Weights</b>
A. Corporate Capability/Management Controls and Accountability	20%
B. Resources and Staffing	20%
C. Food Program and Concepts	25%
D. Wellness Program	15%
E. Price and Portion Policies	5%
<b>F. Sustainability</b>	<b>15%</b>

**A. CORPORATE CAPABILITY/ MANAGEMENT CONTROLS AND ACCOUNTABILITY.**

The Government considers the reputation of the offeror in providing food services as indicated by the program office's survey of services submitted in the offeror's proposal and the information requested of the offeror. A survey will be conducted with clients of the offeror. Health inspection reports may also be reviewed. The Government reserves the right to contact additional references.

The Government considers the experience and/or the ability of the offeror to provide food service under a profit/loss arrangement. The step-by-step opening plan is reviewed to ensure that the offeror has experience opening similar accounts and the plan is detailed and complete.

The Government considers the offeror's proposed total operating budget and written explanations as it relates to the proposal, and its realistic projection of sales, costs, start up costs and profit. The Government considers the offeror's accounting systems, quality assurance program and effective management data which produces information on sales, meal counts, check averages, etc., based on the contract requirements in the Statement of Work. The offeror's approach to customer service and satisfaction is considered.

The Government considers the offeror's sanitation practices that demonstrate conformance with food service standards and contract requirements.

**B. RESOURCES AND STAFFING.**

The Government considers the resources of the offeror's organization, including regional management level staffing, training, communication methods/frequency and proposed unit backup support.

The Government considers the offeror's staffing levels and pattern as it is required by the facility layout, menu, patronage, and sales. Also considered is the daily and weekly man-hour coverage for functions. The offeror's Human Resource approach and philosophy is considered.

**C. FOOD PROGRAM AND CONCEPTS.**

The Government will evaluate the offeror's provision of a healthy, sustainable food service program including the degree to which the proposal addresses the Government's key elements of healthy and sustainable foods.

The Government will evaluate the innovative concepts, variety, menu labeling and nutritional information. The Government will evaluate the compatibility of the menu concepts and innovations as they relate to the facility layout, latest trends in the foodservice industry, and facility equipment. Catering approach is considered.

The Government considers the offeror's policy for innovative marketing, specials and promotional events to promote and maintain customer interest and stimulate sales.

**D. WELLNESS PROGRAM.**

The Government considers the offeror's response to the wellness oriented concepts that are believed to be generally acceptable relative to market pricing and consumer acceptability, including but not limited to: menu planning, food preparation, marketing, use of technology/wellness services and food selections standards.

**E. PRICE AND PORTION POLICIES.**

The Government considers the offeror's policies on pricing, future pricing, portions, rebates/discounts and controls. The market basket that will be used to compare pricing to similar commercial facilities. The pricing strategy that provides incentive for customer to select healthier food options.

**F. SUSTAINABILITY.**

The Government considers the offeror's proposed sustainability plan that will be employed, including but not limited to: green purchasing, green cleaning, recycling/waste management, composting plan, sustainable foods, green operations, energy and water conservation and food selection standards.

**MANDATORY REGISTRATION WITH "CCR AND ORCA" WEBSITES**

In order to be awarded the contract, all offerors must register with the Central Contractor Registration (CCR) FAR 52-204-7 database and Online Representations and Certifications Application (ORCA) FAR 52.204-8. The internet addresses are as follows:

<http://www.ccr.gov> (CCR)

<http://orca.pbn.gov> (ORCA)

Standard Form LLL – Certification Regarding Lobbying  
Standard Form LLL-A- Disclosure Form to Report Lobbying  
GSA Form 527 – Contractor's Qualifications and Financial Information



**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Jan 2004)**

**52.233-2 SERVICE OF PROTEST (AUG 1996)**

**52.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)**

## Attachments

### **1. Listing of Attachments:**

Attachment 1 - Wage Determination

Attachment 2 - Standard Form LLL – Certification Regarding Lobbying

Attachment 3 - Standard Form 527 - Contractor's Qualification & Financial Information

Attachment 4 - Sales Generation Model

Attachment 5 - Staffing and Labor Cost Model

Attachment 6 - Monthly Profit/Loss Statement Pro-Forma Operating Statement

Attachment 7 - Floor Plans

Attachment 8 - Inventory of Food Service Equipment

Attachment 9 - Health and Sustainability Guidelines for Federal Concessions and Vending Operations

# Attachment 1 - Wage Determination

WD 05-2103 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2103
Director	Wage Determinations		Revision No.: 12
			Date Of Revision: 06/13/2012

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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
 George's, St Mary's  
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
 King George, Loudoun, Prince William, Stafford

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03

01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75

12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	26.36

(see 1)

14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88
16040 - Dry Cleaner		12.94
16070 - Finisher, Flatwork, Machine		9.88
16090 - Presser, Hand		9.88
16110 - Presser, Machine, Drycleaning		9.88
16130 - Presser, Machine, Shirts		9.88
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator		13.78
16220 - Tailor		14.66
16250 - Washer, Machine		10.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker		23.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		22.03
21040 - Material Expediter		22.03
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		15.09
21130 - Shipping/Receiving Clerk		15.09
21140 - Store Worker I		11.72
21150 - Stock Clerk		16.86
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.21
23021 - Aircraft Mechanic I		25.83
23022 - Aircraft Mechanic II		27.21
23023 - Aircraft Mechanic III		28.53
23040 - Aircraft Mechanic Helper		17.54
23050 - Aircraft, Painter		24.73
23060 - Aircraft Servicer		19.76

23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72



30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**Attachment 2 - Standard Form LLL – Certification Regarding Lobbying**

Refer to website below for form:

**[www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf)**

**Attachment 3 - Standard Form 527 - Contractor's Qualification & Financial Information**

Refer to website below for form:

**<http://www.gsa.gov/portal/forms/download/45D7A4AA4D16697E85256A2A004E8E8B>**

**Attachment 4 – Sales Generation Model**

<b>Meal Period</b>	<b>Building Population</b>	<b>Participation Rate</b>	<b>Daily Customers</b>	<b>Check Average</b>	<b>Daily Sales</b>	<b>Days of Operation per Year</b>	<b>Yearly Sales</b>
<b>Breakfast</b>	#	%	#	\$	\$	250	\$
<b>AM Break</b>	#	%	#	\$	\$	250	\$
<b>Lunch</b>	#	%	#	\$	\$	250	\$
<b>PM Break</b>	#	%	#	\$	\$	250	\$
<b>Catering</b>	N/A	N/A	N/A	N/A	N/A		\$
<b>Total Annual Sales</b>							<b>\$</b>

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) provide a sales model with the estimated customer participation, check averages and sales for each meal period, break period and catering (refer to attachment for sample).



**Attachment 5 – Staffing and Labor Cost Model**

<b>Management and Team Positions</b>	<b>Hourly Rate</b>	<b>Hours/Week</b>	<b>Total Weeks</b>	<b>Total Wage</b>
<b>Team Labor</b>				
List each hourly position	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
<b>Management Labor</b>				
List each management position	\$	#	#	\$
-	\$	#	#	\$
-	\$	#	#	\$
<b>Total Wages</b>				\$
<b>Employee Benefits *</b>		%	\$	
<b>Total Labor Cost (w/benefits)</b>				\$

\* - Benefits to include all associated labor costs (vacation, taxes, workers’ comp., insurance etc)

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) provide a detailed staffing guide that includes position (hourly and management), wage rate, hours per day, hours per year, benefit percentage and summaries total hourly and management wages and salaries.

## Attachment 6 - Monthly Profit/Loss Statement Pro-Forma Operating Statement

	<u>YEAR</u>	
	<u>\$</u>	<u>%</u>
Sales	-	%
Food Cost	-	%
<b>Gross Profit</b>	-	%
<b>LABOR</b>		
Team Labor Cost	-	%
Management Labor Cost	-	%
Payroll Taxes	-	%
Workers Comp	-	%
Employee Benefits	-	%
<b>Total Labor Costs</b>	-	%
<b>CONTROLLABLE EXPENSES</b>		
Food Cost Rebates		
Paper Cost	-	%
Cleaning Supplies	-	%
Telephone	-	%
Repair & Maintenance	-	%
Preventative Maintenance		
Pest Control		
Trash	-	%
Supplies & Materials	-	%
Laundry	-	%
Bank Charges	-	%
Postage	-	%
Adv & Promo	-	%
Insurance	-	%
Other Costs (Contractor to provide detail)	-	%
Equipment Rental	-	%
Taxes & Licenses	-	%
Brand Royalty Fee(s)		%
<b>Total Controllable Expenses</b>	-	%
Payment in lieu of rent	-	%
Depreciation (Contractor to provide detail)	-	%

<b>Inc. (Loss) before Admin. Fee</b>	=	%
Administrative Fee (not to exceed 3%)	-	%
<b>Inc.(Loss)</b>	-	%

For each location (St. Elizabeths Campus - building 33/34 cafeteria and US Coast Guard Café, Potomac Center North, Nebraska Avenue Complex) provide a projected annual operating budget (profit and loss statement) with a written explanation of how each budget line was developed (refer to attachment for sample) Budget should be based on 250 business days per year.

## **Attachment 7 – Floor Plans**

Plans of the Seryery and Kitchen are available and may be requested by writing to [XXXX@gsa.gov](mailto:XXXX@gsa.gov). Provide your full mailing address and e-mail address and plans will be sent on request. Plans may not reflect current equipment or current layout of the facility and the Government cannot be held responsible for accuracy.

**Attachment 8 - Inventory of Food Service Equipment**

**St Elizabeths Building 33/34 and USGS Snack Bar foodservice inventory will need to be conducted after facility is constructed. Refer to plans and equipment list for planned equipment.**

**Nebraska Avenue Complex refer to drawing equipment list for inventory.**

**POTOMAC CENTER  
NORTH CAFETERIA**

PBS #'s 33000  
- 33041  
PBS #

Item	Qty	Description	Make	PBS #
<b>Cooking/ Warming Equipment</b>				
Grill	1	Grill with 2 Side Burners	Garland	33013
Warmer	1	Under Counter Warmer (Single Door)	Crescor	33018
Streamer	1	Single Door Countertop Steamer	Cleveland	33020
Stove and Oven Combination	1	Stove and Oven	Garland	33022
Deep fat Fryer	1	2-basket	Frymaster	33023
Piggyback Oven	1	Countertop dbl door Table Supporting Piggyback Oven	Garland	33024
Small Table with wheels	1		No Make	33025
Exhaust Hood	1	Exhaust Hood	Halton	33028
Exhaust Hood	1	Exhaust Hood	Halton	33029
Exhaust Hood	1	Exhaust Hood	Halton	33034
Food Warmer in Counter	1	Food Warmer in Counter w/ cold pan	No Make	33012
Food Warmer in Counter	1	Food Warmer in Counter w/ cold pan	No Make	33014
<b>Refrigeration/ Cooling Equipment</b>				
Walk-in Cooler Combination	1	Walk-in Cooler Aft w/ Reach-in Section on Front	Thermo-Cool	33000
Walk-in Cooler w/ entrance to walk-in freezer	1	Walk-in Cooler	Thermo-Cool	33030
Walk-in Freezer (enter via walk-in cooler)	1	Walk-in Freezer	Thermo-Cool	33031
Refrigerator (rolling)	1	Single door	Delfield	33001
Refrigerator (rolling)	1	Single door	Delfield	33002
Refrigerator (rolling)	1	Single door	Delfield	33003
Reach-in Refrigerator Display Case	1		Hussman	33004

Reach-in Refrigerator Display Case	1		Hussman	33005
Under Counter Refrigerator	1	Single door	No Make	33021
Ice Maker w/ Bin (Flaker)	1	Ice Flaker	Follett	33032
<b>Wet Area/ Food Cleaning Equipment</b>				
Hand Sinks	1		Advance Tabco	33037
Hand Sinks	1		Advance Tabco	33027
Hand Sinks	1		Advance Tabco	33015
3- Compartment Sink	1	With Insinkerator and sprayer	No Make Advance	33036
Utensil Sink	1		Tabco	33019
2-Compartment Sink	1		No Make	33011
Pot-washing Machine	1	Free-standing, single door	No Make	33038
<b>Food Preparation Equipment</b>				
Meat Slicer	1	Meat Slicer	Hobart	33017
Mixer	1	Table-top Mixer	Hobart	33009
Prep Table w/ Can Opener	1		No Make	33008
Prep Counter w/ Sink	1	Prep Counter w/ Sink	No Make	33016
Small Prep Table w/ 2 Coolers	1	Includes Coolers on top and bottom	Delfield	33026
<b>Customer Service Counter/ Equipment</b>				
Cashier Station	1		No Make	33040
Cashier Station	1		No Make	33041
Pastry/ Salad Bar w/ Sneeze Guard	1		No Make	33006
Beverage Counter w/ Hand Sink	1		No Make	33007
<b>Storage Equipment</b>				
Dunnage Racks	12	Silver	No Make	33039
Wall Shelf Unit w/ Utensil Rack	1	Wall Shelf w/ Utensil Rack	No Make	33035
Wall Shelf Unit w/ Utensil Rack	1	Wall Shelf w/ Utensil Rack	No Make	33010
Shelving Rack w/ Wheels	1	Free - Standing	No Make	33033
<b>Miscellaneous Equipment</b>				
Ansul Fire Compression System	1	w/ washdowns over both cooking batteries	Ansul	33042

## Attachment 9 - Health and Sustainability Guidelines for Federal Concessions and Vending Operations

### Health and Sustainability Guidelines for Federal Concessions and Vending Operations

The federal government is invested in assisting its employees in making healthy food and beverage choices, and creating and promoting a sustainable food system<sup>1</sup> through procurement methods at federal facilities.

In May 2009, President Obama tasked the Office of Personnel Management (OPM) with developing wellness best practices and a plan for the federal workforce. In addition, the White House Offices of Management and Budget and Health Reform began working with federal agencies to provide healthier food choices to federal employees. This effort to improve food choices at federal facilities was led by the U.S. General Services Administration (GSA) with assistance from the U.S. Department of Agriculture (USDA). In February 2010, GSA released the guidance for Wellness and Sustainability Requirements for Contracts at federal facilities.<sup>2</sup>

In support of GSA's actions to increase healthy and sustainable food and beverage options and operations at federal workplaces, the U.S. Department of Health and Human Services (HHS) and GSA have worked collaboratively to create this document, which proposes specific food, nutrition, and sustainability standards to complement the GSA procurement guidelines. The goal of these standards is to assist contractors in maximizing a healthier and more sustainable food service by increasing the offering of healthier and sustainable food and beverage choices, while eliminating industrially produced *trans* fats, decreasing the sodium content in available foods, and allowing people to make informed choices about what they are purchasing and eating through the labeling of menu items.<sup>3</sup> The standards in this document apply to all food service concession operations and vending machines managed by HHS and GSA. These standards may also be applied at sponsored or co-sponsored conferences and events onsite and offsite, as deemed appropriate. Finally, this is a living document and will be updated as nutrition science and consumer demands evolve.

#### Background: *Dietary Guidelines for Americans, 2010*

The development of the guidelines in this document was based on the *Dietary Guidelines for Americans, 2010*.<sup>4</sup> The intent of the Dietary Guidelines is to summarize and synthesize knowledge about individual nutrients and food components into an interrelated set of recommendations for healthy eating that can be adopted by the public. Taken together, the Dietary Guidelines recommendations encompass two overarching concepts:

- **Maintain calorie balance over time to achieve and sustain a healthy weight.** People who are most successful at achieving and maintaining a healthy weight do so through continued attention to and consuming only enough calories from foods and beverages to meet their needs and by being physically

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<sup>1</sup> A sustainable food system exists when production, processing, distribution, and consumption are integrated and related practices regenerate rather than degrade natural resources, are socially just and accessible, and support the development of local communities and economies (American Dietetic Association. Position of the American Dietetic Association: Food and nutrition professionals can implement practices to conserve natural resources and support ecological sustainability. JADA 2007;107:1033–43).

<sup>2</sup> U.S. General Services Administration. Concessions and Cafeterias: Healthy Food in the Federal Workplace. <http://www.gsa.gov/portal/content/104429>. Accessed January 25, 2011.

<sup>3</sup> These nutrition and food standards are intended for generally healthy people and may not adequately consider people with medical conditions requiring specific diets.

<sup>4</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*. <http://www.cnpp.usda.gov/DGAs2010-DGACReport.htm>. Accessed January 26, 2011.

active. To curb the obesity epidemic and improve their health, many Americans must decrease the calories they consume and increase the calories they expend through physical activity.

- **Focus on consuming nutrient-dense foods and beverages.** Americans currently consume too much sodium and calories from solid fats, added sugars, and refined grains.<sup>5</sup> These replace nutrient-dense foods and beverages, and make it difficult for people to achieve recommended nutrient intake while controlling calorie and sodium intake. A healthy eating pattern limits the intake of sodium, solid fats, added sugars, and refined grains, and emphasizes nutrient-dense foods and beverages—vegetables, fruits, whole grains, fat-free or low-fat milk and milk products,<sup>6</sup> seafood, lean meats and poultry, eggs, beans and peas, and nuts and seeds.

The following *Dietary Guidelines for Americans, 2010* Key Recommendations are the most important in terms of their implications for improving public health.<sup>7</sup> To get the full benefit, people should carry out the Dietary Guidelines recommendations in their entirety as part of an overall healthy eating pattern.

### **Balancing Calories to Manage Weight**

- Prevent or reduce overweight and obesity through improved eating and physical activity behaviors.
- Control total calorie intake to manage body weight. For people who are overweight or obese, this will mean consuming fewer calories from foods and beverages.
- Increase physical activity and reduce time spent in sedentary behaviors.
- Maintain appropriate calorie balance during each stage of life—childhood, adolescence, adulthood, pregnancy and breastfeeding, and older age.

### **Foods and Food Components to Reduce**

- Reduce daily sodium intake to less than 2,300 milligrams (mg) and further reduce intake to 1,500 mg among persons who are 51 and older and those of any age who are African American or have hypertension, diabetes, or chronic kidney disease. The 1,500 mg recommendation applies to about half of the U.S. population, including children, and the majority of adults.
- Consume less than 10% of calories from saturated fatty acids by replacing them with monounsaturated and polyunsaturated fatty acids.
- Consume less than 300 mg/day of dietary cholesterol.
- Keep *trans* fatty acid consumption as low as possible by limiting foods that contain synthetic sources of *trans* fats, such as partially hydrogenated oils, and by limiting other solid fats.
- Reduce the intake of calories from solid fats and added sugars.
- Limit the consumption of foods that contain refined grains, especially refined grain foods that contain solid fats, added sugars, and sodium.
- If alcohol is consumed, it should be consumed in moderation—up to one drink per day for women and two drinks per day for men—and only by adults of legal drinking age.

### **Foods and Nutrients to Increase**

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<sup>5</sup> Added sugars: Caloric sweeteners that are added to foods during processing, preparation, or consumed separately. Solid fats: Fats with a high content of saturated and/or *trans* fatty acids, which are usually solid at room temperature. Refined grains: Grains and grain products missing the bran, germ, and/or endosperm; any grain product that is not a whole grain.

<sup>6</sup> Milk and milk products also can be referred to as dairy products.

<sup>7</sup> U.S. Department of Agriculture. Information on the type and strength of evidence supporting the Dietary Guidelines' recommendations can be found at <http://www.nutritionevidencelibrary.com>. Accessed January 25, 2011.



People should meet the following recommendations as part of a healthy eating pattern while staying within their calorie needs.

- Increase vegetable and fruit intake.
- Eat a variety of vegetables, especially dark-green, red and orange vegetables, and beans and peas.
- Consume at least half of all grains as whole grains. Increase whole-grain intake by replacing refined grains with whole grains.
- Increase intake of fat-free or low-fat milk and milk products, such as milk, yogurt, cheese, or fortified soy beverages.<sup>8</sup>
- Choose a variety of protein foods, which include seafood, lean meat and poultry, eggs, beans and peas, soy products, and unsalted nuts and seeds.
- Increase the amount and variety of seafood consumed by choosing seafood in place of some meat and poultry.
- Replace protein foods that are higher in solid fats with choices that are lower in solid fats and calories and/or are sources of oils.
- Use oils to replace solid fats where possible.
- Choose foods that provide more potassium, dietary fiber, calcium, and vitamin D, which are nutrients of concern in American diets. These foods include vegetables, fruits, whole grains, and milk and milk products.

### **Building Healthy Eating Patterns**

- Select an eating pattern that meets nutrient needs over time at an appropriate calorie level.
- Account for all foods and beverages consumed and assess how they fit within a total healthy eating pattern.
- Follow food safety recommendations when preparing and eating foods to reduce the risk of foodborne illnesses (clean, separate, cook, and chill).

### **Recommendations for specific population groups:**

#### *Women capable of becoming pregnant.*

- Choose foods that supply heme iron, which is more readily absorbed by the body, additional iron sources, and enhancers of iron absorption, such as vitamin C-rich foods.
- Consume 400 micrograms (mcg) per day of synthetic folic acid (from fortified foods and/or supplements) in addition to food forms of folate from a varied diet.

#### *Women who are pregnant or pregnant or breastfeeding*

- Consume 8-12 ounces of seafood per week from a variety of seafood types.
- Due to their high methyl mercury content, limit white (albacore) tuna to 6 ounces per week and do not eat the following four types of fish; tilefish, shark, swordfish, and king mackerel.
- If pregnant, take an iron supplement, as recommended by an obstetrician or other health care provider.

#### *Individuals ages 50 years and older*

- Consume food fortified with vitamin B(12), such as fortified cereals, or dietary supplements.

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<sup>8</sup> Fortified soy beverages have been marketed as “soymilk,” a product name consumers could see in supermarkets and consumer materials. However, FDA’s regulations do not contain provisions for the use of the term soymilk. Therefore, in this document, the term “fortified soy beverage” includes products that may be marketed as soymilk.

## Background: Sustainability Practices

The federal government recognizes the importance of promoting sustainable systems that protect our people, our planet, and our economic vitality. The commitment to sustainability goals is demonstrated in the following executive orders, USDA legislation, and USDA initiatives. These are a basis for the sustainability elements of these guidelines.

5. Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” directs agencies within the federal government to practice environmentally, economically, and fiscally sound, integrated, continuously improving, efficient, and sustainable methods of operation.
6. Executive Order 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” provides the following general guidance for federal agencies:
  - o Increase energy efficiency; measure, report, and reduce greenhouse gas emissions from direct and indirect activities.
  - o Conserve and protect water resources through efficiency, reuse, and storm water management.
  - o Eliminate waste, recycle, and prevent pollution.
  - o Leverage agency acquisitions to foster markets for sustainable technologies and environmentally preferable materials, products, and services.
  - o Design, construct, maintain, and operate high performance sustainable buildings in sustainable locations.
  - o Strengthen the vitality and livability of the communities in which federal facilities are located.
  - o Inform federal employees about and involve them in the achievement of these goals.
7. USDA defines sustainable agriculture as Congress defined the term in 1990 (7 USC 3103), as an integrated system of plant and animal production practices having a site-specific application that will over the long-term accomplish the following:
  - f) Satisfy human food and fiber needs.
  - g) Enhance environmental quality and the natural resource base upon which the agriculture economy depends.
  - h) Make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls.
  - i) Sustain the economic viability of farm operations.
  - j) Enhance the quality of life for farmers and society as a whole.
8. USDA encourages stronger connections between farmers and consumers, and support for local and regional food systems as a way to foster economic opportunity for farmers and ranchers, stimulate community economic development, expand access to affordable fresh and local food, cultivate healthy eating habits and educated, empowered consumers, and demonstrate the connection between food, agriculture, community, and the environment (see <http://www.usda.gov/knowyourfarmer> for more information).

## Implementation

The following guidelines are to be used by vendors proposing to provide concessions or vending services to federal government facilities managed by HHS or GSA and for those evaluating the services being provided. The term “standard criteria” refers to standards that are expected to be implemented during daily concession operations. “Above standard” refers to criteria representing the highest value and best practices to the government. Meeting “above standard” criteria requires the appropriate “standard criteria” to also be met. Additional definitions for these two terms can also be found in the evaluation criteria section of the main GSA Request for Proposals (RFP).<sup>9,10</sup>

### I. Food and Nutrition Guidelines for Concessions

This section outlines guidelines for food service concessions managed by HHS and GSA. These guidelines may also be applied at sponsored or co-sponsored conferences and events, onsite and offsite. Vending guidelines are in section II.

#### B. General Guidelines

5. Nutrition menu labeling. Providing consumers with calorie and nutrient information is an important strategy for assisting people to select healthy diets. Restaurants and other food service facilities provide 37% of Americans’ daily energy intake.<sup>11</sup> The lack of readily available calorie information in food service establishments makes it possible to consume excess calories without realizing it. Providing calorie information at the point of purchase can help people make more informed choices.<sup>12</sup>
  - b. Standard Criteria:
    - i. All items available in cafeterias must be labeled with calories per serving as sold (or calories per measure provided for salad bar-type service). Calorie labeling must be displayed at the point of choice in a clear and conspicuous manner on the menu board, or if menu boards are not available, labeling must be prominently posted on signs adjacent to the food items or menus.
      - Exceptions to this standard are items not listed on a menu or menu board such as condiments and other items placed on the table or counter for general use; daily specials; temporary menu items appearing on the menu for less than 60 days; and custom orders.
    - ii. Additional nutritional information must be made available in written form, on request.
      - The nutrition information that must be available in written form to consumers upon request includes:<sup>13</sup>

<sup>9</sup> U.S. General Services Administration. Concessions and Cafeterias: Healthy Food in the Federal Workplace. <http://gsa.gov/portal/content/104429>. Accessed January 25, 2011.

<sup>10</sup> These guidelines will go into effect for each new cafeteria contract and for contract renewals by HHS and GSA. Contracts will be expected to include language that states that contractors will have to remain current with guidelines as they are updated and given a reasonable phase in period.

<sup>11</sup> U.S. Department of Agriculture, Agricultural Research Service. 2009. Away from Home: Percentages of Selected Nutrients Contributed by Foods Eaten Away from Home, by Gender and Age, *What We Eat in America*, NHANES, 2005–2006. <http://www.ars.usda.gov/ba/bhnrc/fsrg>. Accessed January 25, 2011.

<sup>12</sup> All menu labeling guidelines will be subject to change to meet the requirements of the Patient Protection and Affordable Care Act of 2010 SEC. 4205 NUTRITION LABELING OF STANDARD MENU ITEMS AT CHAIN RESTAURANTS as well as FDA's implementing regulations. FDA will publish proposed regulations to implement section 4205 on or before March 23, 2011.

<sup>13</sup> As specified in the Patient Protection and Affordable Care Act (H.R. 3590). Restaurants and similar retail food establishments and vending machine operators that are not subject to section 4205 may elect to be subject to these federal requirements by registering every other year with the FDA.

- The total number of calories derived from any source
- The total number of calories derived from the total fat
- Total fat
- Saturated fat
- Cholesterol
- Sodium
- Total carbohydrate
- Sugars
- Dietary fiber
- Total protein

iii. A prominent statement regarding the availability of additional nutritional information available must be placed on the menu or menu board in written form, on request.

6. *Trans* fats. Replacing foods containing industrially produced artificial *trans* fatty acids with foods low in both saturated and *trans* fatty acids in food service is an important strategy to assist consumers to limit their intake of both saturated and *trans* fatty acids.<sup>14</sup>

b. Standard Criteria:

- i. Eliminate use of partially hydrogenated vegetable oils, shortenings, or margarines for frying, pan-frying (sautéing), grilling, baking, or as a spread (or for deep frying cake batter and yeast dough) unless the label or other documentation for the oil indicates 0 grams *trans* fat per serving. Currently products listed as "0 grams *trans* fat" on the Nutrition Facts panel must contain less than 0.5 grams *trans* fat per serving. Oils and fats used in food preparation and as spreads must also be low in saturated fats.<sup>15</sup>
- ii. Eliminate food containing partially hydrogenated vegetable oils, shortenings, or margarines unless the label or other documentation for the food indicates that the food contains 0 grams *trans* fat per serving. Currently products listed as "0 grams *trans* fat" on the Nutrition Facts panel must contain less than 0.5 grams *trans* fat per serving. Offer foods that are both "0 grams *trans* fat" and low in saturated fats.

7. Sodium. Reducing access to high sodium foods will assist consumers in meeting the recommendations to limit sodium intake.<sup>16,17</sup>

b. Standard Criteria:

- i. All individual food items must contain  $\leq 480$  mg sodium as served, unless otherwise designated in the specific categories of the Food Selection Standards in Concessions and Vending sections that follow.<sup>18,19</sup>

<sup>14</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*: Keep *trans* fatty acid consumption as low as possible by limiting foods that contain synthetic sources of *trans* fats, such as partially hydrogenated oils, and by limiting other solid fats.

<sup>15</sup> One gram or less saturated fatty acids per the Reference Amount Customarily Consumed (RACC). Not more than 15% of calories from saturated fatty acids. (21 CFR 101.62 (c)(2)).

<sup>16</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*: Reduce daily sodium intake to less than 2,300 milligrams (mg) and further reduce intake to 1,500 mg for older-aged persons, African Americans, and with hypertension, diabetes, or chronic kidney disease.

<sup>17</sup> All sodium values in this document are intended as a beginning step for sodium reduction in the overall diet; the values will be reassessed annually and adjusted based on consumer acceptance, contractor feasibility, and nutrition science.

- ii. All meals<sup>20</sup> must contain  $\leq 900$  mg sodium, as served.<sup>21</sup>

## Food Selection Standards in Concessions

### 8. Fruits

#### b. Standard Criteria:

- i. All canned or frozen fruit must be packaged in 100% water or unsweetened juice, with no added sweeteners.
- ii. Offer a variety of at least three whole or sliced fruits daily.
- iii. Offer a variety of seasonally available fruits.

### 9. Vegetables

#### c. Standard Criteria:

- i. Offer daily, at least one raw, salad-type vegetable and at least one steamed, baked, or grilled vegetable seasoned, without fat or oil.
- ii. All vegetable offerings must contain  $\leq 230$  mg sodium, as served.<sup>22</sup>
- iii. Mixed dishes containing vegetables must contain  $\leq 480$  mg sodium, as served.
- iv. Offer a variety of seasonally available vegetables.

#### d. Above Standard:

- i. Offer at least one prepared vegetable option with  $\leq 140$  mg sodium as served.<sup>23</sup>

### 10. Cereals and Grains

#### c. Standard Criteria:

- iv. When cereal grains are offered (e.g., rice, bread, pasta), then a whole grain option must be offered for that item as the standard choice.
- v. All cereal, bread, and pasta offerings must contain  $\leq 230$  mg sodium per serving.<sup>24</sup>

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<sup>18</sup> Intake of 480 mg sodium per item is approximately 20% of the Dietary Guideline recommendation for daily intake. This value may be gradually decreased in response to changes in the customer acceptance and the marketplace. This allows for the availability of a wide variety of foods while excluding foods higher in sodium. All sodium values in this document are intended as a beginning step for sodium reduction in the overall diet; the values will be reassessed annually and adjusted based on consumer acceptance, contractor feasibility, and nutrition science.

<sup>19</sup> Throughout the term “as served” will be used in reference to the amount of food served by a vendor and not a serving as defined by Reference Amount Customarily Consumed (RACC) that are used for packaged foods 21 CFR 101.12. The values associated with FDA definitions were used as the basis for these criteria. However, if an item is labeled with a nutrient content claim such as low sodium or healthy, labeling must be in accordance with FDA regulations for nutrition labeling of restaurant foods, and eligibility would be determined based on RACC or other criteria as specified in the claim (21 CFR 101.10).

<sup>20</sup> The 3 industry definitions of a meal are 1. A basic meal consist of the main entree, a side of vegetable and a side of starch; 2. A meal can also include a beverage in addition to 1; 3. A full meal offering can consists of a salad or soup, the main entree, a vegetable, a starch and a dessert.

<sup>21</sup> Intake of 900 mg sodium per meal is approximately 39% of the Dietary Guideline recommendation of 2,300 mg for daily intake. This value may be gradually decreased in response to changes in customer acceptance and the marketplace. This allows for the availability of a wide variety of foods while excluding foods higher in sodium. All sodium values in this document are intended as a beginning step for sodium reduction in the overall diet, the values will be reassessed annually and adjusted based on consumer acceptance, contractor feasibility, and nutrition science.

<sup>22</sup> The vegetable standard of  $\leq 230$  mg sodium per serving is 10% of the Dietary Guidelines recommendation of no more than 2,300 mg sodium per day. This allows for the availability of a wide variety of vegetables while excluding some prepared vegetables that are higher in sodium. The initial goal of 230 mg will be reassessed and further reduced over time.

<sup>23</sup> The value 140 mg or less per serving was derived by using the FDA definition for low sodium, which is  $\leq 140$  mg or less, per RACC. If an item is labeled with a nutrient content claim, then labeling must be in accordance with FDA regulations for nutrition labeling, which would be determined by RACC.

vi. At least 50% of breakfast cereals must contain at least 3g of fiber and less than 10g total sugars per serving.<sup>25,26,27</sup>

d. Above Standard:

i. When cereal grains are offered (e.g., rice, bread, pasta), a 100% whole grain option must be offered for that item as the standard choice.

ii. If cereal is offered, offer at least one cereal with  $\leq 140$  mg sodium per serving.<sup>28</sup>

## 11. Dairy/yogurt/cheese/fluid milk

b. Standard Criteria:

vi. If milk is offered as a beverage, only offer 2%, 1%, and fat-free fluid milk.<sup>29</sup>

vii. If cottage cheese items are offered, only offer low fat (2% or less) or fat-free items.

viii. If yogurt is offered, only offer 2%, 1%, or fat-free yogurt.

ix. If yogurt is offered, only offer yogurt with no added caloric sweeteners or yogurts labeled as reduced or less sugar according to FDA labeling standards.<sup>30,31,32</sup>

x. Processed cheeses must contain  $\leq 230$  mg sodium per serving.

## 12. Protein Foods

c. Standard Criteria:

iv. When protein entrees are offered, offer lean meat, poultry, fish, or low-fat vegetarian entrée choices.

v. At least twice per week, offer an entrée with a vegetarian protein source.<sup>33,34</sup>

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<sup>24</sup> The cereal guideline of  $\leq 230$  mg sodium per serving is 10% of the Dietary Guidelines recommendation of no more than 2,300 mg sodium per day. This allows for the availability of a wide variety of cereals while excluding some prepared cereals that are higher in sodium. The initial goal is 230 mg, which will be reassessed and further reduced over time.

<sup>25</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*: Limit the consumption of foods that contain refined grains, especially refined grain foods that contain solid fats, added sugars, and sodium. Healthy People 2020 objective: NWS-17 Reduce consumption of calories from solid fats and added sugars in the population aged 2 years and older. <http://www.healthypeople.gov/2020/topicsobjectives2020/objectiveslist.aspx?topicid=29>. Accessed January 25, 2011.

<sup>26</sup> Almost all sugars in cereal products are a result of added sweeteners; therefore contractors can rely on package labeling to determine the level of added sweetener (U.S. Department of Agriculture, Agricultural Research Service, 2006. Added Sugar Database, <http://www.ars.usda.gov/nutrientdata>. Accessed January 25, 2011).

<sup>27</sup> Restricting a portion of the available cereal to contain less added sweeteners may assist customers in reducing their daily intake of calories, while not infringing on the choices they make for the 1–2 meals per day they might consume from workplace concessions operations (2005 DG Advisory report (p. 159).

<sup>28</sup> The value 140 mg or less per serving was derived by using the FDA definition for low sodium, which is  $\leq 140$  mg or less per RACC. If an item is labeled with a nutrient content claim then labeling must be in accordance with FDA regulations for nutrition labeling, which would be determined by RACC.

<sup>29</sup> These guidelines consider sweetened milk drinks sweetened beverages; thus, they will be subject to the guidance under the beverages section.

<sup>30</sup> Healthy People 2020 objective: NWS-17 Reduce consumption of calories from solid fats and added sugars in the population aged 2 years and older. <http://www.healthypeople.gov/2020/topicsobjectives2020/objectiveslist.aspx?topicid=29>. Accessed January 25, 2011.

<sup>31</sup> Sugars: Under 21 CFR 101.60(c) foods that bear the terms “reduced sugar,” “reduced in sugar,” “sugar reduced,” “less sugar,” “lower sugar” or “lower in sugar” must, among other things, contain at least 25% less sugar per reference amount customarily consumed (RACC) than an appropriate reference food (or for meals and main dishes, at least 25% less sugar per 100g of the appropriate reference food).

<sup>32</sup> Restricting a portion of the available yogurt to contain less added sweeteners may assist customers in reducing their daily intake of sweeteners, while not infringing on the choices they make for the 1–2 meals per day they might consume from workplace concessions operations.

<sup>33</sup> This standard is designed to assist customers in following specific dietary practices and is not based on nutritional requirements.

<sup>34</sup> This assists in promoting a variety of protein choices.

vi. Canned or frozen tuna, seafood, and salmon must contain  $\leq 290$  mg sodium per serving, and canned meat  $\leq 480$  mg sodium per serving.

d. Above Standard:

i. A vegetarian entrée must be offered every day.

### 13. Beverages

c. Standard Criteria:

v. At least 50% of available beverage choices (other than 100% juice and unsweetened milk) must contain  $\leq 40$  kcalories/serving.<sup>35,36,37</sup>

vi. If juice is offered, only offer 100% juice with no added caloric sweeteners.<sup>38</sup>

vii. Vegetable juices must contain  $\leq 230$  mg sodium per serving.<sup>39</sup>

viii. Drinking water, preferably chilled tap, must be offered at no charge at all meal service events.

d. Above Standard:

v. For beverages with more than 40 kcalories/ serving, only offer servings of 12 oz or less (excluding unsweetened milk and 100% juice).

vi. At least 75% of beverage choices (other than 100% juice and unsweetened milk) must contain  $\leq 40$  kcalories/serving.

vii. Offer as a choice a non-dairy, calcium-fortified beverage (such as soy or almond beverage); these beverages must not provide more sugars than milk (thus be 12 g sugar/8 oz serving or less), provide about the same amount of protein (at least 6 g/8 oz), calcium (250 mg/8 oz), and provide less than 5 g total fat (equivalent to 2% milk).<sup>40</sup>

viii. Offer at least one low sodium vegetable juice ( $\leq 140$  mg sodium per serving).<sup>41</sup>

### 14. Other considerations

c. Standard Criteria:

v. Deep-fried options must not be marketed or promoted as the special or feature of the day.

vi. Limit deep-fried entrée options to no more than one choice per day.

vii. Offer half- or reduced-size choices for some meals and concessions items, when feasible.

<sup>35</sup> Healthy People 2020 objective: NWS-17 Reduce consumption of calories from solid fats and added sugars in the population aged 2 years and older. <http://www.healthypeople.gov/2020/topicsobjectives2020/objectiveslist.aspx?topicid=29>. Accessed January 25, 2011.

<sup>36</sup> The definition of “low calorie” is 40 kcal or less per RACC (RACC for beverages is 8 oz), 21 CFR 101.60(b). U.S. Food and Drug Administration. Guidance for Industry: A Labeling Guide for Restaurants and Other Retail Establishments Selling Away-From-Home Foods.

<http://www.fda.gov/food/guidancecomplianceregulatoryinformation/guidancedocuments/foodlabelingnutrition/ucm053455.htm>. Accessed January 25, 2011.

<sup>37</sup> In order to reduce the caloric density of available foods, these guidelines consider sweetened milks as sweetened beverages.

<sup>38</sup> U.S. Food and Drug Administration. Code of Federal Regulations, Title 21, Sec. 101.30, Percentage juice declaration for foods purporting to be beverages that contain fruit or vegetable juice.

<http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/CFRSearch.cfm?fr=101.30>. Accessed January 25, 2011.

<sup>39</sup> The vegetable juice standard of  $\leq 230$  mg sodium per serving is 10% of the Dietary Guidelines recommendation of no more than 2,300 mg sodium per day. This allows for the availability of a wide variety of vegetables while excluding some prepared vegetables that are higher in sodium. The initial goal is 230 mg, which will be reassessed and further reduced over time.

<sup>40</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*: Increase intake of fat-free or low-fat milk and milk products, such as milk, yogurt, cheese, or fortified soy beverages.

<sup>41</sup> The value 140 mg or less per serving was derived by using the FDA definition for low sodium, which is  $\leq 140$  mg per RACC. If an item is labeled with a nutrient content claim then labeling must be in accordance with FDA regulations for nutrition labeling, which would be determined per RACC.

viii. Where value meal combinations are offered, always offer fruit or a non-fried vegetable as the optional side dish, instead of chips or cookie.

d. Above Standard:

iii. Make healthier options more appealing to the consumer by offering them at a reduced price as compared to less healthy alternatives.

iv. Offer desserts that use less or no added sugars. For example, offer desserts prepared with fruits, vegetables, nuts, seeds, apple sauces, and yogurts without added sugars.

## Sustainability Standards

### 6. General Operations

b. Standard Criteria:

vii. Participate in waste reduction, recycling and composting programs, as available.

viii. Promote and incentivize the use of reusable beverage containers.

ix. Promote use of tap water over bottled water.

x. Use green cleaning practices.<sup>42</sup>

xi. Use integrated pest management practices and green pest control alternatives to the maximum extent feasible.

xii. Provide materials for single-service items (e.g., trays, flatware, plates, and bowls) that are compostable and made from bio-based products.<sup>43</sup>

### 7. General Food

c. Standard Criteria:

iii. Offer 25%<sup>44</sup> of the product line to be organically,<sup>45</sup> locally,<sup>46</sup> or documented sustainably grown (e.g., integrated pest management, pesticide free, other labeling programs).<sup>47</sup>

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<sup>42</sup> U.S. Department of Agriculture. Sample Biobased Language for Custodial Services.

<http://www.dm.usda.gov/procurement/programs/biobased/CustodialJanitorialFY08.pdf>. Accessed January 25, 2011.

<sup>43</sup> U.S. Department of Agriculture. Sample Biobased Language for Food Service/Cafeteria.

<http://www.dm.usda.gov/procurement/programs/biobased/FoodServiceCafeteriaFY08.pdf>. Accessed January 25, 2011.

<sup>44</sup> Current research on food service operations at hospitals, colleges, and universities suggests that meeting a 25% purchasing level of local, organic, and/or sustainably grown food is achievable without incurring significant increases to their overall operating budget. A recent survey of California food service buyers from colleges and other institutions shows that they can increase purchases from local growers by up to 38% of their produce budget without confronting significant barriers (Hardesty et al., in press. Institutional Food Distribution Systems: Bringing Students, Farmers and Food Service to the Table). Other survey and case study examples documenting institutional food service operations confirm these findings. For example, Johnson, D. B. and G. W. Stevenson, 1998. Something to Cheer About: National Trends and Prospects for Sustainable Agriculture Products in Food Service Operations of Colleges and Universities. <http://www.cias.wisc.edu/farm-to-fork/something-to-cheer-about/>.

<sup>45</sup> USDA's national regulatory program explicitly defines organic agriculture as an ecological production system, established "to respond to site-specific conditions by integrating cultural, biological and mechanical practices that foster cycling of resources, promote ecological balance, and conserve biodiversity." USDA requires organic farmers and ranchers to use practices that maintain or improve the physical, chemical, and biological condition of soil, minimize soil erosion, and accommodate an animal's natural nutritional and behavioral requirements. National Organic Program: <http://www.ams.usda.gov/AMSV1.0/nop>. Accessed January 31, 2011.

<sup>46</sup> U.S. Department of Agriculture. Know Your Farmer, Know Your Food: Rationale and programs supporting local and regional food systems. <http://www.usda.gov/knowyourfarmer>. Accessed January 25, 2011.

<sup>47</sup> The statutory definition of sustainable agriculture (7 USC 3103) is a guide to the elements to look for in a sustainability program. The government does not endorse any particular labeling or documentation system or program over another, and recognizes that many agricultural producers practice sustainable agriculture without their products being labeled as such. Consideration should be given to documenting sustainable sourcing across the entire supply chain for products that include multiple ingredients.



- iv. Offer seasonal varieties of fruits and vegetables.
- d. Above Standards:
  - i. Offer 35% of the product line to be organically or locally or documented sustainably grown (e.g., integrated pest management, pesticide free, other labeling programs).

8. Sustainability labeling<sup>48</sup>

- c. Standard Criteria:
  - i. Label Organic, local, or documented sustainably grown food items available in food service at the point of choice.
- d. Above Standard:
  - i. Educate about the value of agricultural best practices that are ecologically sound, economically viable, and socially responsible in agency concessions services with signage, informational programs, or other means of communicating the benefits of the items that are labeled organic, local, and/or sustainable.
  - ii. For locally grown foods, include information that identifies the farms and sustainable practices used.

9. Animal products<sup>49</sup>

- c. Standard Criteria:
  - ii. Only offer fish/seafood identified as “Best Choices” or “Good Alternatives” on the Monterey Bay Aquarium’s Seafood Watch list or certified by Marine Stewardship Council (or equivalent program).
- d. Above Standard:
  - iii. Offer Certified Organic or documented sustainably or locally produced milk and milk products.
  - iv. Offer Certified Organic or documented sustainably or locally produced eggs and meat (e.g., grass fed, free-range, pasture raised, grass finished, humanely raised and handled).

10. Beverages

- a. Standard Criteria:
  - ii. Offer drinking water, preferably chilled tap.
- b. Above Standard:
  - iii. If offering coffee or tea, include coffee or tea offerings that are Certified Organic, shade grown, and/or bird friendly.
  - iv. If composting is available, bottled water must be offered in compostable bottles.

<sup>48</sup> Third party verification is recommended.

<sup>49</sup> Examples of “Best Choices” do not imply government endorsement of these standards. Only endorsements made directly by governing agencies (e.g., USDA, FDA) should be considered government endorsements.

## II. Food, Nutrition, and Sustainability Standards for Vending Operations

The following guidelines are to be used by vendors providing services to the federal government and for the evaluation of the services being provided. The requirements apply to all packaged food sold at HHS and are strongly encouraged in all properties managed by GSA.

### 1. Menu labeling

- In accordance with Section 4205 of the Patient Protection and Affordable Care Act: In the case of an article of food sold from a vending machine that does not permit a prospective purchaser to examine the Nutrition Facts Panel before purchasing the article or does not otherwise provide visible nutrition information at the point of purchase; the vending machine operator shall provide a sign in close proximity to each article of food or the selection button that includes a clear and conspicuous statement disclosing the number of calories contained in the article.<sup>50</sup>

### 2. Only offer items that contain 0 grams *trans* fat per serving as defined by FDA.

### 3. Only offer snack items that contain $\leq 230$ mg sodium per serving (excludes refrigerated meals).<sup>51</sup>

### 4. Individual meal items must contain $\leq 480$ mg sodium per serving.<sup>52</sup>

### 5. In addition to meeting the requirements listed above, at least 25% of all packaged food choices must meet the following criteria:

- a. Limit all snack (not refrigerated meals) items to  $\leq 200$  calories per item (excluding nuts and seeds without added fats, oils, or caloric sweeteners).
- b. Limit total calories from saturated fat to  $\leq 10\%$  (excluding nuts and seeds without added fats or oils).<sup>53</sup>
- c. Limit calories from sugars to  $\leq 35\%$  of total weight (excluding fruits or vegetables without added caloric sweeteners).<sup>54</sup>

### 6. Beverage Requirements:

- a. At least 50% of available beverage choices (other than 100% juice and unsweetened milk) must contain  $\leq 40$  kcalories/serving.
- b. If milk is offered, only offer 2%, 1% and non-fat milk dairy-type products.<sup>55</sup>
- c. If juice is offered, offer at least one 100% juice with no added caloric sweeteners.
- d. Vegetable juice must contain  $\leq 230$  mg sodium per serving.<sup>56</sup>
- e. Above Standard:

<sup>50</sup> U.S. House of Representatives. Patient Protection and Affordable Care Act. Section 4205. Restaurants and similar retail food establishments and vending machine operators that are not subject to section 4205 may elect to be subject to these federal requirements by registering every other year with the FDA. <http://docs.house.gov/energycommerce/ppacacon.pdf>. Accessed January 25, 2011.

<sup>51</sup> A value of 230 mg is 10% of the Dietary Guidelines for sodium (2,300 mg). This value is also consistent with the Alliance for a Healthier Generation's [vending guidelines](#), supported by the Snack Food Association. Also, because vending machine foods are intended as snack items, this is approximately half the amount of sodium permitted in individual food items (480mg).

<sup>52</sup> A value of 480 mg sodium or less per serving is consistent with FDA regulations for "healthy" claims. The value 480 mg sodium is also consistent with the Alliance for a Healthier Generation's [vending guidelines](#), supported by the snack food association.

<sup>53</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*: Consume less than 10% of calories from saturated fatty acids by replacing them with monounsaturated and polyunsaturated fatty acids. This value is also consistent with the Alliance for a Healthier Generation's [vending guidelines](#), supported by the snack food association.

<sup>54</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*: Limit the consumption of foods that contain refined grains, especially refined grain foods that contain solid fats, added sugars, and sodium. Although the *Dietary Guidelines for Americans, 2010* do not state a specific limit on added or total sugars, these criteria are consistent with the specific recommendation in the IOM report *Nutrition Standards for Foods in Schools: Leading a way Toward Healthier Youth* to limit total sugars to no more than 35% of total calories. Also, Healthy People 2020 objective: NWS-17 Reduce consumption of calories from solid fats and added sugars in the population aged 2 years and older; <http://www.healthypeople.gov/2020/topicsobjectives2020/objectiveslist.aspx?topicid=29>. Accessed January 25, 2011.

<sup>55</sup> In order to reduce the caloric density of available foods, these guidelines consider sweetened milks as sweetened beverages.

<sup>56</sup> The vegetable juice standard of  $\leq 230$  mg sodium per serving is 10% of the Dietary Guidelines recommendation of no more than 2,300 mg sodium per day. This allows for the availability of a wide variety of vegetables that are inherently low sodium foods while excluding some prepared vegetables that are higher in sodium. The initial goal of 230 mg will be reassessed and further reduced over time.

- For beverages with more than 40 calories/serving, only offer servings of 12 oz or less (excluding unsweetened milk and 100% juice).
- At least 75% of beverage choices (other than 100% juice and unsweetened milk) must contain  $\leq 40$  calories/serving.
- Offer as a choice a non-dairy, calcium-fortified beverage (such as soy or almond beverage); these beverages must not provide more sugars than milk (thus be a 12 g/8 oz serving or less), provide the same amount or more of protein (at least 6 g/8 oz), calcium (250 mg/8 oz), and provide less than 5 g total fat (equivalent to 2% milk).<sup>57</sup>
- Offer at least one low sodium vegetable juice ( $\leq 140$  mg sodium per 8 oz).

**7. Sustainability Requirements:**

a. Above Standard:

- i. Give preference to products in recyclable or compostable packaging.
- ii. Offer some organic, local, or documented sustainably grown products.
  - i. Label products that are organic, local, or documented sustainably grown.
- iii. Use *Energy Star* certified machines.
- iv. Use energy conservation methods such as LED lighting and occupancy sensors that can be added to existing machines (refrigerated and non-refrigerated).

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<sup>57</sup> U.S. Department of Health and Human Services and U.S. Department of Agriculture. *Dietary Guidelines for Americans, 2010*: Increase intake of fat-free or low-fat milk and milk products, such as milk, yogurt, cheese, or fortified soy beverages. Department of Labor