

<b>AWARD/CONTRACT</b>		<b>1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)</b>		RATING N/A	PAGE OF PAGES 1 26
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-HQ-11-C-10-0053		3. EFFECTIVE DATE <b>JUL 26 2011</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-11-070	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts, MSA Attn: Manon Butt, Cont Spc, 301-492-3629 Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	6. ADMINISTERED BY (if other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)  GUEST SERVICES, INC. GSI  3055 PROSPERITY AVE  FAIRFAX VA 220312290		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT  N/A	
CODE 006919807		FACILITY CODE	

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Attn: Nancy Turner Boyd, ADM/DAS/ASC Mail Stop O-2-A13 11555 Rockville Pike Rockville MD 20852		CODE	12. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230		CODE 3100
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		14. ACCOUNTING AND APPROPRIATION DATA B&R: 2011-40-51-F-191 JCN: B1452 BOC: 252A APPNO: X020D EFS# N/A NO OBLIGATION DUNS 006919807 NAICS 722310 PSC S2D3	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Guest Services, Inc. shall provide the U.S. Nuclear Regulatory Commission (NRC) with Food Services for the NRC TWEN Cafeteria and Kiosk, in accordance with the attached Statement of Work and the contract terms and conditions. Reference Guest Services, Inc. Proposal NRC-ADM-11-070 dated February 3, 2011. NRC Project Officer: Nancy Turner Boyd, 301-415-6645, NancyTurner.Boyd@nrc.gov Guest Services, Inc. Contact: Ken Lopez, 703-849-9372, lopezk@guestservices.com				

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS See Attached Table of Contents

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES		
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		J	LIST OF ATTACHMENTS		
	C	DESCRIPTION/SPECS./WORK STATEMENT		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	D	PACKAGING AND MARKING		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	E	INSPECTION AND ACCEPTANCE		L	INSTRS., CONDOS. AND NOTICES TO OFFER		
	F	DELIVERIES OR PERFORMANCE		M	EVALUATION FACTORS FOR AWARD		
	G	CONTRACT ADMINISTRATION DATA					
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print) Gerard T. Gabrys President/CEO	20A. NAME OF CONTRACTING OFFICER Stephen H. Pool Contracting Officer
19B. NAME OF CONTRACTOR BY _____	20B. UNITED STATES OF AMERICA BY _____
19C. DATE SIGNED 7/26/11	20C. DATE SIGNED 7/26/11

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TEMPLATE - ADM001

**SUNSI REVIEW COMPLETE**

JUL 28 2011

**ADM002**

**Table of Contents**

**SECTION A - SOLICITATION/CONTRACT FORM ..... A-1**  
 SF 26 AWARD/CONTRACT ..... A-1

**PART I - THE SCHEDULE ..... B-1**

**SECTION B - SUPPLIES OR SERVICES ..... B-1**  
 B.1 PROJECT TITLE ..... B-1  
 B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ..... B-1  
 B.3 TYPE OF CONTRACT ..... B-1

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK..... C-1**  
 [The Statement of Work is attached.] ..... C-1

**SECTION D - PACKAGING AND MARKING ..... D-1**  
 D.1 PACKAGING AND MARKING (MAR 1987) ..... D-1

**SECTION E - INSPECTION AND ACCEPTANCE..... E-1**  
 E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE ..... E-1  
 E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) ..... E-1  
 E.3 GOVERNMENT INSPECTIONS ..... E-1

**SECTION F - DELIVERIES OR PERFORMANCE..... F-1**  
 F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE ..... F-1  
 F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987) ..... F-1

**SECTION G - CONTRACT ADMINISTRATION DATA..... G-1**  
 G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004) ..... G-1

**SECTION H - SPECIAL CONTRACT REQUIREMENTS..... H-1**  
 H.1 2052.215-70 KEY PERSONNEL (JAN 1993) ..... H-1  
 H.2 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989) ..... H-1  
 H.3 2052.204.70 SECURITY (MAR 2004) ..... H-1  
 H.4 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO  
 NRC FACILITIES (MAR 2006) ..... H-3  
 H.5 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007) ..... H-3  
 H.6 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR  
 FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS  
 INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)H-5  
 H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001) ..... H-5  
 H.8 GFE PREVENTATIVE MAINTENANCE AND REPAIR ..... H-6  
 H.9 SEAT BELTS ..... H-8  
 H.10 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS ..... H-8  
 H.11 ON-SITE CONTRACTOR PERSONNEL (ALTERNATE 1) ..... H-8  
 H.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS ..... H-9  
 H.13 SAFETY OF ON-SITE CONTRACTOR PERSONNEL ..... H-9  
 H.14 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION ..... H-9  
 H.15 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003) ..... H-10  
 H.16 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY  
 (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002) ..... H-10  
 H.17 PLACE OF DELIVERY-REPORTS (JUN 1988) ..... H-10

**NRC-HQ-11-C-10-0053**

H.18 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (JUN 2009) ..... H-11

H.19 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)..... H-12

H.20 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)..... H-12

H.21 PROHIBITION OF FUNDING TO ACORN (NOV 2009) ..... H-12

H.22 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)..... H-13

**PART II - CONTRACT CLAUSES.....I-1**

**SECTION I - CONTRACT CLAUSES .....I-1**

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....I-1

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....I-2

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....I-2

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....I-2

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS .....J-1**

**SECTION J - LIST OF ATTACHMENTS .....J-1**

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES**

**B.1 PROJECT TITLE**

The title of this project is as follows:

Food Services for the Two White Flint North (TWFN) Cafeteria and Kiosk

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The United States Nuclear Regulatory Commission (NRC) requires the services of a qualified food-service Contractor to operate a 300-seat food-service facility and an adjacent kiosk located in the Two White Flint North (TWFN) building, 11545 Rockville Pike, Rockville, Maryland 20852. The Contractor shall provide a high quality food-service operation with a wide variety of food and non-alcoholic beverages at competitive prices. The Contractor shall ensure constant adherence to quality standards for food and service.

In addition to operation of the cafeteria and kiosk, the contractor shall provide catering services for onsite events that vary in frequency and types of foods, ranging from simple coffee and Danish setups, to full-service served meals and receptions. Catering is a non-exclusive service of the Contractor and thus the Contractor shall compete for this business with outside caterers.

**B.3 TYPE OF CONTRACT**

This is a no-cost to the Government contract. Compensation to the Contractor will come directly from the cafeteria customers. All food-service operations shall be on a profit or loss basis, with no commissions or rental payment to the NRC.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

The Statement of Work is attached.

**SECTION D - PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CONTRACTOR INSPECTION REQUIREMENTS	APR 1984

**E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

**E.3 GOVERNMENT INSPECTIONS**

Facilities operated under the contract will be inspected bi-weekly by representatives of the Government, and when circumstances warrant, by representatives of local health departments. After each inspection, the Contractor shall be advised of unsatisfactory conditions for which it is responsible. Deficiencies thus reported shall be corrected by the Contractor in a timely period specified by such inspections. The Contractor may submit written justification for an extension of not more than one (1) full day; such extension to be approved by the NRC Project Officer.

The Government shall have the right to send its representatives into areas assigned for the Contractor's use, at anytime, for inspection or other purposes approved by the Contracting Officer.

The Contractor shall be subject to a quarterly unannounced audit for the food-service facilities by a representative of the Contracting Officer. The audit shall specifically include a comprehensive review of:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality and presentation
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules, and records
6. Safety conditions
7. Menu compliance and portion sizes
8. Cash register tapes and sales records

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.247-55	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN 2003

**F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on October 1, 2011 and will expire on September 30, 2012 (one year) for the base period. The term of this contract may be extended at the option of the Government for an additional four option years, as follows:

Option Year One:	October 1, 2012 – September 30, 2013
Option Year Two:	October 1, 2013 – September 30, 2014
Option Year Three:	October 1, 2014 – September 30, 2015
Option Year Four:	October 1, 2015 – September 30, 2016



**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Nancy Turner Boyd  
Address: U.S. Nuclear Regulatory Commission  
ADM/DAS/ASC  
Mail Stop O-2-A13  
11555 Rockville Pike  
Rockville, MD 20852  
Telephone Number: 301-415-6645  
Email: [NancyTurner.Boyd@nrc.gov](mailto:NancyTurner.Boyd@nrc.gov)

Alternate Project Officer's are as follows:

Name: Wanda Jones  
Address: U.S. Nuclear Regulatory Commission  
ADM/DAS/ASC  
Mail Stop O-2-A13  
11555 Rockville Pike  
Rockville, MD 20852  
Telephone Number: 301-415-0635  
Email: [Wanda.Jones@nrc.gov](mailto:Wanda.Jones@nrc.gov)

Name: Jeff Curtis  
Address: U.S. Nuclear Regulatory Commission  
ADM/DAS/ASC  
Mail Stop O-2-A13  
11555 Rockville Pike  
Rockville, MD 20852  
Telephone Number: 301-415-0263  
Email: [Jeff.Curtis@nrc.gov](mailto:Jeff.Curtis@nrc.gov)

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.215-70 KEY PERSONNEL (JAN 1993)**

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

TBD      On-site Manager

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

**H.2 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)**

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

**H.3 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or

matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of

utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) **Security Clearance.** The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

#### **H.4 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

#### **H.5 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)**

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre- screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this

procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

#### **H.6 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)**

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

#### **H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)**

(a) The NRC will provide the contractor with the following items for use under this contract:

See attached list

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-10-05-414.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

## **H.8 GOVERNMENT FURNISHED EQUIPMENT PREVENTIVE MAINTENANCE AND REPAIR**

The Contractor and the U.S. Nuclear Regulatory Commission shall inventory and inspect all Government Furnished Equipment (GFE) provided in this contract as Attachment 1-C. All equipment requiring repair or replacement will be identified. The government will repair or replace each identified piece of deficient equipment before preventive maintenance and repair for the equipment becomes the responsibility of the contractor.

The contractor shall be responsible for all preventive maintenance of the equipment, in accordance with the manufacturer's recommended maintenance or with Government maintenance guidelines, for each piece of equipment, and shall maintain maintenance records to verify proper preventive maintenance and service.

In addition, the contractor shall be responsible for repairs to the equipment, for the first \$10,000 annually. However, the following GFE Items are excluded from repairs by the contractor: Items 3, 4, 46, 47, 48, 49, 50, 64 (refrigeration equipment); Items 19, 37, 65 (exhaust ventilators); Item 66 (ventilator control cabinet); and Item 67 (fire extinguishing system). The government will be responsible for equipment repairs exceeding \$10,000 annually, and for all equipment repairs to the excluded GFE Items listed above. All maintenance and repairs shall be performed by professional, licensed, insured contractors. Equipment shall not be out of service for more than five working days.

Any portion of repair costs resulting from fault or negligence by the Contractor shall be borne entirely by the Contractor and shall be excluded from the contractor's annual \$10,000 equipment repair ceiling cap. Whenever an equipment repair call is required, the Contractor shall notify the NRC Project Officer. The Contractor and the NRC Project Officer shall jointly determine whether or not the repair cost is included in the contractor's annual \$10,000 repair cap, and keep track of each justifiable equipment repair cost until the contractor's annual \$10,000 repair cap is reached. The Contractor and the NRC Project Officer shall also identify any equipment repair due to contractor negligence and exclude the repair from the contractor's annual repair cap. Service calls shall be completed during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed). If the Contractor fails to notify the NRC Project Officer in a timely manner that repairs are required and overtime/unusual hours costs must be incurred, those additional costs shall be borne by the Contractor and shall also be excluded from the annual cost ceiling discussed above.

An equipment maintenance program should cover:

- routine maintenance, including cleaning, inspection, servicing, and lubrication
- scheduled and planned preventive maintenance
- repairs and unscheduled maintenance resulting from equipment breakdown during regular operations

Maintenance costs borne by the Contractor include labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition.



A preventive maintenance program is based on the equipment manufacturer's guidelines or on the conditions and period of operations. They should be managed to ensure that all equipment is in top condition and can operate safely. Steps recommended in preventive maintenance include:

- inspection
- testing
- lubrication
- cleaning
- adjustment and replacement of equipment parts
- written preventive maintenance program listing equipment requiring regular maintenance, frequency and maintenance procedure

Records of all maintenance should be kept and provided (as requested) to demonstrate the application of the maintenance program. Records should include:

- work order numbers
- reason for the maintenance
- equipment identification
- maintenance activity (ex: equipment inspection, adjustment and part replacement)
- dates
- person in charge

Repair parts that are in contact with food and materials used in the food production equipment, like lubricants, should be of food quality grade.

It is important that after completion of the maintenance activity, all tools, parts and other materials are gathered and put back in place. This decreases the chances of cross contamination of food, ingredients or food packaging materials. Maintenance tools should be stored in designated areas.

In case of an extended equipment breakdown, food product integrity must not be compromised. Ensure that perishable products are promptly transported to appropriate storage areas.

The contractor maintenance and repair service shall commence annually on October 1 and end on September 30, to coincide with the contract period of performance.

### **Loss or Damage**

When equipment is removed from the establishment for repairs, the contractor shall be responsible for any damages or loss, from the time the equipment is removed until the equipment is returned.

### **Repair Parts/Spare Parts Rate Provisions**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated, shall be new, standard parts manufactured by the equipment manufacturer.

### **Guarantee/Warranty – Repair Service and Repair Parts/Spare Parts**

All repair service work shall be guaranteed/warranted in accordance with the supplier's standard commercial terms.

### **Consideration for Replacement**

Replacement of equipment is the government's responsibility. During the life of this contract, it may be more advantageous to the Government to replace certain equipment rather than pursue additional repairs. The Contractor is encouraged to recommend any items of equipment deemed obsolete or no longer serviceable. Any recommendations should be submitted to the NRC Project Officer with replacement options and estimated costs.

## H.9 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## H.10 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## H.11 ON-SITE CONTRACTOR PERSONNEL (ALTERNATE 1)

a. NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

b. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

c. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

## **H.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, [www.uscis.gov](http://www.uscis.gov).

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

## **H.13 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

## **H.14 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION**

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting office may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

**H.15 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year within three weeks of issuance.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

**H.16 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)**

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

**H.17 PLACE OF DELIVERY--REPORTS (JUN 1988)**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) NRC Project Officer (one copy)
- (b) Contracting Officer (one copy)

## **H.18 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (JUN 2009)**

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

- (1) **General.** In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
- (2) **Use, Ownership, and Nondisclosure.** A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
- (3) **Security Plan.** When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.
- (4) **Breach Notification.** The contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
- (5) **Legal Demands for Information.** If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer. After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
- (6) **Audits.** The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.
- (7) **Flow-down.** The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

**(8) Remedies:**

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

**H.19 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

**H.20 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)**

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Project Officer, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

**H.21 PROHIBITION OF FUNDING TO ACORN (NOV 2009)**

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for

Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: [http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-02.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf)

## **H.22 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)**

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-9	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY ALTERNATE I (AUG 2010)	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP 2009



52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS	MAY 2008
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984

**I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of expiration.

**I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**I.4 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(es):

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

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

1. Statement of Work, with the following attachments:

A – Convenience store types of articles sold and services offered

B – Floor Plan of the kitchen and servery

C – List of the major food-service equipment provided by the NRC (Government Furnished Equipment)

D - Hazard Analysis and Critical Control Point Plan (HACCP)

E - "Safe and Sanitary Working Conditions" of the Service Contract Act of 1965 (as amended)

F - *U.S. NRC Occupant Emergency Plan* (to be provided on-site by the NRC Project Officer)

2. NRC Form 187, Contract Security and/or Classification Requirements

3. U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 11 dated 6/13/2011

## **STATEMENT OF WORK**

### **Food Services for the Two White Flint North Cafeteria and Kiosk**

#### **1. Background**

The United States Nuclear Regulatory Commission (NRC) requires the services of a qualified food-service Contractor to operate a 300-seat food-service facility and a kiosk located at Two White Flint North (TWFN), 11545 Rockville Pike, Rockville, Maryland 20852.

There is currently a food-service operation in the adjacent One White Flint North (OWFN) building, which is managed under the Maryland Business Enterprise, Program for the Blind.

There is also a Dry Stand/Convenience Store in the TWFN building, also operated by the Maryland Business Enterprise, Program for the Blind. The store is located on the Plaza level and is approximately 750 square feet in size. The types of articles currently sold and services this store offers are show in Attachment A.

#### **2. Contract Objective**

The operation of these facilities is for the purpose of serving food, non-alcoholic beverages, and other items authorized by NRC in accordance with all terms, conditions, and attachments specified herein. The Contractor shall manage and operate the cafeteria services in its name.

The NRC will provide the Contractor with the necessary space and major food-service equipment or furnishings hereafter listed in Attachments B and C, and water and utilities necessary to operate the cafeteria.

The Contractor shall provide all small-wares (i.e., cookware, kitchen accessories, utensils, table top items, and cutlery), point-of-sale equipment (cash registers) and office equipment.

The floor plan for the kitchen and servery is included as Attachment B. A detailed equipment list of the major food-service equipment provided by the NRC is included as Attachment C.

#### **3. Statement of Work**

The Contractor shall manage and operate in its name the above-mentioned cafeteria and kiosk, and provide onsite catering services. Catering hours will be on an as-needed schedule basis. The operation of the cafeteria and kiosk shall be for the purpose of serving food and non-alcoholic beverages as approved by the NRC Project Officer in accordance with all terms, conditions, and attachments specified herein. This cafeteria is to be operated for the benefit of approximately 2,300 employees who are occupants in the two-building complex located at 11555/11545 Rockville Pike, Rockville, Maryland.

#### **4. Food-Service Patron Profile**

The food-service patrons will consist of NRC staff, on-site Contractors, and visitors. The total onsite staff population is approximately 2,300 split between two adjacent buildings. OWFN has approximately 1,000 employees and TWFN has about 1,300 employees. The average daily staff population on-site is estimated to be 1,800 which accounts for staff away on official

business travel or leave. NRC employees can elect to work various schedules, i.e., regular schedule, Compressed Work Schedule, NewFlex, Credit Hour, or telecommute.

The following patron counts have been estimated for the TWFN cafeteria based on average daily populations on-site of 1,800.

Breakfast @ 20% = 360 patrons\*

Continental @ 5% = 90 patrons\*

Lunch @ 50% = 900 patrons\*

\*These are estimates only. The Government does not warrant the accuracy of these estimates nor is the Government required to obligate funds or make up the difference if these estimates are not achieved. (NOTE: Offerors should use 250 operating days for annual projections.)

The building (TWFN) also houses a daycare center for approximately 80 children, plus staff. The contractor does not provide lunch for the daycare center. Approximately 150 contractor employees are also onsite daily. This is in addition to the NRC staff populations cited above. The government will not be held responsible for any variation from this employee and other building occupants profile.

The NRC guarantees no participation rate; rather, participation is expected to be a direct result of the acceptance level of the Contractor's food-service programs.

Employees at NRC generally have unscheduled lunch periods and they may use the cafeteria any time during the cafeteria's operating hours. Employees are permitted to carry out food from the food-service operation to their workstations and the Contractor shall therefore provide disposable utensils and containers for carry out patrons.

The two NRC buildings are non-smoking and accordingly, smoking will not be permitted in the cafeteria.

The food-service facilities at NRC shall operate 52 weeks per year. The cafeteria shall operate for breakfast, lunch and morning (continental) and afternoon (kiosk) break periods, Monday through Friday. NRC observes the following 10 federal holidays, during which food-services will not be offered:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

## 5. Cafeteria Facility

### 5.1. Description of Facility

The cafeteria spaces which are for the use of the Contractor consist of a full service production kitchen including dry-storage room, scatter-style servery, dish-room, and dining room.

Approximate sizes are show below:

Dining Room (300 seats)	4,500 square feet
Kitchen	900 square feet
Servery and Dishroom	<u>2,660 square feet</u>
Subtotal =	8,060 square feet
Kiosk	<u>240 square feet</u>
Total =	8,300 square feet

### 5.2. Servery and Menu Profile

The servery is a scatter-style servery and includes several multiple menu stations. A floor plan and food-service equipment list are provided in Attachments B and C. All stations, particularly beverage lines, have been designed to accommodate a heavy combined demand of dine-in and carry-out patronage.

#### 5.2.1. Servery Station

The servery stations required to be staffed in the cafeteria are listed below:

- Grill Station
- Specialty Station
- Pizza Station
- Hot Entre Station
- Cashier Station #1
- Cashier Station #2
- Cashier Station #3 from 11:00 a.m. until 2:00 p.m.
- Kiosk counter from 8:00 a.m. until 11:00 a.m. and from 2:00 p.m. until 4:00 p.m.

The servery stations that are to be self-service and thus not required to be staffed in the cafeteria are listed below:

- Soup and Salad Bar Island
- Beverage Dispensing Station #1
- Beverage Dispensing Station #2
- Condiment Station
- Tray/Flatware/Napkin Station
- Sandwich Deli Station
- Cold Food
- Refrigerated Airscreen Display Case(s) (2/each)

In addition, a kiosk counter will be located directly outside the entrance to the servery which will offer espresso, coffee, prepackaged snacks and salads, and baked goods.

### 5.2.2. Menu Profile

The cafeteria facility shall offer the following minimum menu profile:

<b>BREAKFAST</b>	<b>CONTINENTAL</b>	<b>LUNCH</b>
<p><b>Cold Foods:</b>            assorted muffins, danish and other pastries            cold cereal            cottage cheese            yogurt            fresh fruits            hard boiled eggs</p>	<p><b>Cold Foods:</b>            assorted muffins, danish and other pastries            cold cereal            cottage cheese            yogurt            fresh fruits</p>	<p><b>Cold Foods:</b>            self-serve sandwich deli station            self-serve salad bar with a wide variety of fresh salad ingredients; fresh fruits, cottage cheese, yogurt            assorted cakes, pies, cookies, puddings, frozen yogurt, ice cream</p>
<p><b>Hot Foods:</b>            hot cereal            made-to-order eggs and egg sandwiches, omelettes            bacon, ham, sausage            French toast, pancakes            Hash brown potatoes</p>	<p><b>Hot Foods:</b>            none</p>	<p><b>Hot Foods:</b>            two entrees (including one specialty entrée)            special grilled sandwich (1)            potato/starch (1)            vegetables (2)            soups (2)            sauces and gravies            Pizza</p>
<p><b>Beverages:</b>            Coffee, tea, decaf coffee, iced tea, juice drinks, soft drinks            milk (skim, whole, 2%)            fresh juices</p>	<p><b>Beverages:</b>            Coffee, tea, decaf coffee, iced tea, juice drinks, soft drinks            milk (skim, whole, 2%)            fresh juices</p>	<p><b>Beverages:</b>            Coffee, tea, decaf coffee, iced tea, juice drinks, soft drinks            milk (skim, whole, 2%)            fresh juices</p>

In addition to the minimum menu profile listed above, the Contractor may offer seasonal and promotional items as approved in advance by the NRC Project Officer.

### 5.3. Minimum Hours of Operation

The minimum hours of operation for the NRC cafeteria shall be as follows:

<b>Facility</b>	<b>Location of Services</b>	<b>Seats</b>	<b>Hours of Operation</b>
Cafeteria, TWFN Lobby	Breakfast	300	6:30 am – 10:30 am
	Continental	300	10:30 am – 11:00 am
	Lunch	300	11:00 am – 2:00 pm
Kiosk, TWFN Lobby	Monday – Friday	n/a	8:00 a.m. – 11:00 a.m. and 2:00 p.m. – 4:00 p.m.
NRC Headquarters	Onsite Catering	n/a	as scheduled

The cafeteria shall be in operation Monday through Friday year round, except for the Federal government holidays specified in paragraph 4, and any other time the cafeteria may be closed due to weather conditions or other emergencies. These minimum hours are subject to change at the discretion of the NRC Project Officer. The service schedule may be modified periodically to provide service for special functions as required by the NRC occupants. The Contractor may, however, request to operate the cafeteria during hours in excess of the minimum hours specified, with the approval of the NRC Project Officer.

The Contractor shall ensure that the daily minimum menu offerings listed above for each serving period (Breakfast, Continental, and Lunch) are available throughout each entire period. Should a menu item become unavailable in the last 30-minutes of the affected serving period, the Contractor will be permitted to substitute a satisfactory item similar to that which was on the original menu.

#### **5.4. Menus**

The Contractor shall be responsible for providing a variety of high quality and nutritious foods at prices approved in advance by the NRC Project Officer. The following parameters should be observed by the Contractor in regard to the menus developed for the NRC facility:

- Follow all procedures cited in the approved HACCP (Hazard Analysis and Critical Control Point) Plan. This plan has been approved by the Montgomery County Health Department. After award acceptance the Contractor shall submit within 30 days a HACCP plan based on their menu plan to the NRC Project Officer for approval.
- Develop an innovative menu which emphasizes nutrition, quality, and variety.
- Utilize food displays and merchandising techniques to ensure customer satisfaction.
- Be responsive to changing meal trends and patron preferences.
- Be able to produce the menu with the equipment available on the NRC premises.
- The Contractor is permitted to use cycle menus. If cycle menus are employed, they shall continue for a minimum of four weeks.
- For all new menu items (in addition to the minimum menu items listed herein in Subsection 5.2.2 Menu Profile), the Contractor shall have all prices and portions approved by the Project Officer before offering them in the cafeteria.
- The Contractor shall endeavor to minimize leftover foods. All leftovers shall be sold as quickly as possible so the product quality does not deteriorate, resulting in spoilage or loss. No leftovers shall be made available for sale if they are not consistent with HACCP standards. It is the express desire of NRC that the Contractor shall be, to the extent possible, socially conscious in regard to the disposition and/or distribution of leftover foodstuff, to non-profit, charitable organizations, according to local Good Samaritan laws.

#### **5.5. Menu Displays**

During each serving period, menus with prices listed for every item to be offered for sale (all static and changing items) shall be prominently posted near the entrance to the cafeteria, and/or an alternate location within the cafeteria as approved by the Project Officer. Menu items (and their prices) that change daily shall be printed by the Contractor and submitted to the Project Officer one week before their use, for distribution to the NRC Building tenants. The NRC Project Officer may approve other additional or alternative methods to make menu price

information available to customers such as electronically (by having the Contractor provide the info for NRC's web-page, etc.)

Within five (5) days after contract award, the Contractor shall submit examples of menu boards for NRC Project Officer approval prior to use.

## **5.6. Service Style**

Patrons will enter the servery, observe the menu board(s), pick up trays, and proceed to collect food items from any of the stations in the servery. Patrons tender payment at the cashiers' stations and exit the servery. Condiments and individually or dispensed flatware are to be available at a stand near the cashiers.

All food items are to be served on permanent-ware unless a patron requests otherwise. Due to the expectations of a large take-out demand, disposable containers and flatware shall be available for all food and beverages upon request of the patron. The Contractor shall provide all service-wares and disposable-ware.

Food-service employees shall also regularly empty trash containers in the dining area to ensure that they do not overflow at any time during operating hours.

## **5.7. Method of Payment**

The method of payment in the Cafeteria is cash, debit card, or credit card. The Contractor shall provide the necessary equipment and high-speed telecommunications services (telecommunication lines provided by NRC) to enable patrons to pay by any of these methods.

## **6. ONSITE CATERING SERVICES**

### **6.1. Description of Catering Services**

Catering services are restricted to onsite events (retirement receptions, Holiday parties, other special events sponsored by NRC, etc.) and will be varied in frequency and types of foods, ranging from simple coffee and Danish setups, to full-service served meals and receptions. Creativity and quality are key issues for catering at NRC. Catering is a non-exclusive service of the Contractor and the Contractor shall have to compete for this business with outside caterers.

All catering service reservations shall be booked by written agreement drafted by the Contractor and signed by the NRC personnel requesting the catering services. The Contractor shall ensure the written agreement includes the following information at a minimum:

- Date, time and location the catering services are to be provided;
- Quantity and Unit Price of each type of food and beverage item to be provided;
- Any other items to be provided and their cost (if any);
- NRC personnel requesting the catering services;
- Method of payment.

The Contractor shall ensure the NRC Project Officer receives a copy of the signed written agreement, prior to the catering services being provided.



## **6.2. Hours of Operation for Onsite Catering Services**

Catering services will be on a pre-reserved basis for various times of the work day and also after normal work hours. All catering services shall be booked through authorized NRC staff and by signed agreement in advance for services requested.

## **6.3. Method of Payment**

No cash transactions occur for catering. The Contractor shall only accept payment for catering services in the form of personal check, money order, debit card, or credit card.

## **7. Coffee Service**

This food-service contract does not guarantee the Contractor exclusive rights to provide coffee service throughout the two NRC buildings. There are individual coffee pantries located in offices throughout the buildings which are operated by NRC employees. Outside coffee service firms are contacted independently by NRC offices and employee groups. These outside sources provide coffee service products, supplies and some also provide brewing machines.

## **8. Responsibilities of the Contractor**

The Contractor shall procure all food, beverages, and cleaning supplies required to provide the TWFN cafeteria operation services described herein.

The Contractor shall purchase all small-wares, china, glass-ware, and flat-wares deemed necessary to operate the cafeteria. The Contractor shall be responsible for maintaining adequate inventories of all small-wares throughout the term of the agreement.

The Contractor should engage in competitive specification buying to be able to offer high quality foods at the lowest prices possible. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

The minimum purchase specifications that shall be adhered to by the Contractor include:

- All meats, meat products, poultry, poultry products, and fish shall be Government inspected;
- Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A
- Fresh fish and seafood is to be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- Dairy products:
  - Eggs – fresh U.S.D.A. or state graded "All"
  - Butter – U.S.D.A. Grade "All" (92) score
  - Cheese – U.S.D.A. Grade "A" for all graded cheese
  - Milk and milk products – U.S.D.A. Grade "All"
- Fresh fruits and vegetables – U.S.D.A. Number "1" are to be used for all graded fresh vegetables and fruit as a minimum specification.

- Dry stored items and canned goods – Grade “A” fancy
- Frozen fruits and vegetables – U.S.D.A. Grade “A”

## **9. Portions/Pricing**

It shall be the responsibility of the Contractor to follow the approved menu pricing and portion sizes of all items available for sale in the food-service facilities, for the term of the contract.

Price increases will be granted only according to the following procedures:

### **9.1. Annual Price Increases**

The Contractor may submit price increase requests for individual minimum menu items, if necessary, on an annual basis. NRC will accept price increase requests at a maximum of once per year. To request a price increase, the Contractor shall submit appropriate information substantiating the need for the price increase. The Contracting Officer will consider requests and respond to the Contractor within 30 days with a decision to grant or deny such requests.

If the Contracting Officer approves the price increase, the Contractor may then implement the approved price increase, with a notice to that effect posted in the cafeteria for the patrons' advisement at least one week before implementation.

### **9.2. Profit Cap**

The Contractor shall maintain the menu price structure throughout the year in a manner such that the annual profit shall not exceed 10% of net sales from the cafeteria and catering operation.

The Contractor shall submit financial statements to the NRC Project Officer on a monthly basis reflecting gross sales, net sales, direct operating costs, operating expenses, net profit, and any maintenance and/or repair expenses. Statements shall include "Year-to-Date," "Budgeted," and "Variance" columns. The NRC reserves the right to audit the Contractor's financial records at any time during the contract.

On an annual basis, the Contractor shall submit to the NRC Project Officer a financial statement totaling the actual gross sales, actual net sales, actual direct operating costs, actual operating expenses, actual net profit, and any maintenance and/or repair expenses for the preceding 12-month period. This statement shall include the actual reduced cost of any operating costs or expenses resulting from vendor rebates or other discounts. NRC reserves the right to conduct an audit to determine the Contractor's annual net profit. If NRC's review of the annual financial statement or an audit reveals that the Contractor has earned an annual profit in excess of 10% of net sales, then the Contractor shall be required to invest this amount of excess profits back into the TWFN cafeteria operation through several methods including the purchase of higher quality food products, special promotions for menu items for customers, or improvements to the NRC's TWFN cafeteria facility. The Contractor shall obtain the approval of the NRC Contracting Officer for the use of all excess profits over the 10% limit gained from the operation and, shall submit to the NRC Contracting Officer documents (such as receipts) that verify how all of the excess profits were spent. If, however, the audit reveals that the Contractor is not achieving an annual profit of 10% of net sales, the NRC shall not be liable in any way.

Under no circumstances shall the Contractor incur "direct operating costs," as defined in the Internal Revenue Service regulations, in such an amount that will exceed the annual gross sales from the cafeteria operations. Should the Contractor determine that its expenses exceed its net sales for any period, the Contractor shall initiate its own corrective actions to reverse the situation, while maintaining or exceeding all levels of service specified in this contract.

### **9.3 Accounting Definitions Under The Contract**

"Gross Sales" shall consist of the total receipts received for the food-service operations under this contract, from any source, including receipts from the sale of foods, beverages, services, and other supplies.

"Net Sales" means gross sales less taxes.

"Operating Expenses" means miscellaneous office supplies and other costs directly attributable to running the operation. See list below for authorized operating expenses.

"Direct Operating Costs" means a) the cost of food and beverages; and b) the cost of labor for personnel whose services relating to the cafeteria are performed primarily on the premises. Direct operating costs do not include the labor cost attributable to personnel whose services relating to the cafeteria are not performed primarily on the premises. For example, labor costs attributable to cooks are included in direct operating costs, but the labor cost attributable to a district manager of a cafeteria whose services are primarily performed off the premises is not included in direct operating costs. If an employee performs services relating to the cafeteria both on and off the premises, only the portion of the total labor cost of that employee relating to the cafeteria that bears the same proportion to such total labor cost as time spent on the premises bears to the total time spent performing services relating to the facility, is included in direct operating costs. Labor Costs include all compensation required to be reported on a Form W-2 for income tax purposes and related employment taxes paid by the employer.

"Net Profits" means net sales less food and beverage costs, total payroll costs, and operating expenses.

#### **Authorized Operating Expenses:**

- \* Janitorial services
- \* First aid supplies
- \* Transportation of goods
- \* Uniforms of onsite staff
- \* Paper supplies
- \* Laundry
- \* Cleaning supplies
- \* Office supplies (postage, stationary, etc.)
- \* Small-wares replacement costs (china, flatware, glassware, utensils)
- \* Maintenance
- \* Subcontracts (i.e., cleaning services)
- \* Insurance
- \* Licenses, permits, and fees
- \* Advertising
- \* Printing
- \* Depreciation on Contractor's Equipment

- \* Local Telephone (The Contractor shall be responsible for long distance telephone charges).

**Disallowed Operating Expenses:**

- \* District and Regional office costs (salaries, travel, administrative)
- \* Data Processing and Accounting costs for processing payroll or accounts payable or other costs at the district office level or beyond
- \* Taxes other than payroll taxes
- \* Personnel relocation costs
- \* Monies or other property, lost or stolen
- \* Repairs necessary as a result of negligence or misconduct of Contractor's employees
- \* Legal expenses
- \* Any costs related to supervision of cafeteria by Contractor's home office personnel
- \* Other wages and salaries to the extent that they exceed those normally paid for similar work in the locality, unless such excess is approved in advance by NRC
- \* Home office management costs such as general management overhead, transportation, and subsistence of management personnel, and any other indirect management costs as related to this contract.
- \* Long Distance telephone charges

**10. Personnel Requirements and Qualifications**

The Contractor shall employ at least one full-time, on-site Food Service Manager who is responsible for all food-service functions at the NRC facility. Additional management staff may be employed as the Contractor deems necessary. During the entire period of this contract, the Contractor shall ensure that the Contractor provides an onsite Manager at NRC who is fully compliant with all applicable federal, state, and other regulatory requirements and industry standards (minimum education, experience, certifications, etc.) for managing a federal food-service operation like the NRC's TWFN cafeteria.

The Manager and/or Assistant Manager, if employed, shall be present during all operating hours of the cafeteria. All employees shall be employees of the Contractor and not NRC employees.

The Manager and Assistant Manager, if employed, will be considered as key personnel under this contract. The Contractor shall assure that all such personnel are provided a copy of this contract prior to the effective date of the contract, and are familiar with their responsibilities in his/her assigned position. At any time prior to the Contractor's removal of such personnel from this contract, the Contractor shall submit resume(s) of replacement personnel two weeks in advance to the NRC Contracting Officer for approval and modification to the contract.

The Contractor shall ensure that the key personnel are committed to perform the services during the hours of operation specified herein.

The Contractor shall also maintain qualified backup personnel (who have been cleared by NRC Security for onsite building access) for all key personnel so that the continuity of service shall not be disrupted at any time.

The Contractor shall recruit, train, supervise, direct, discipline, and if necessary, discharge any and all personnel working in the NRC TWFN cafeteria food-service facilities. All employees shall be drug-free, sober, conscientious, competent, neat, courteous, and in good health.

At all times during the contract period, the Contractor shall provide adequate staffing to ensure smooth and efficient service to all patrons in the cafeteria during operating hours. The Contractor shall provide at all times a sufficient number of capable and qualified employees necessary to fulfill all of the contract service requirements specified in this contract.

The Contractor shall ensure that all contractor employees who will be performing services onsite shall provide NRC with all necessary information required by NRC to approve them for onsite building access.

The Contractor shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by NRC. Each employee of the Contractor shall be a citizen of the United States of America, an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

The Contractor shall comply with all Federal and Maryland laws and regulations, including but not limited to those pertaining to nondiscrimination in hiring and employment practices.

The Contractor shall require all its employees to meet the appropriate health standards prescribed by Maryland and Federal laws and regulations.

Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the NRC facility. The term appropriate uniform is interpreted under this contract to include all apparel, visible badges, hats, hairnets, plastic gloves, etc.

All Contractor employees shall be compensated by the Contractor at rates not lower than that determined by the Wage Administrator of the Wage and Hour Division of the Department of Labor. (Current Wage Determination is attached.)

#### **11. Space on Premises Assigned to Contractor**

Facilities will be provided as described herein and clearly identified on the plan included in Attachment B. The assigned food-service space is for the exclusive use of the Contractor and the Contractor's onsite employees during the term of the contract. However, NRC employees shall retain the right to enter the assigned food-service space for inspections or other purposes. The assigned food-service space and facilities shall be returned to NRC at the end of the contract in a condition corresponding to the status existing at the time of entering into the contract, reasonable wear and tear excepted. It shall be the Contractor's responsibility to maintain assigned spaces in good condition throughout the term of the contract in a manner consistent with NRC standards and notify the NRC Contracting Officer of any maintenance problems beyond the scope of the Contractor's negotiated responsibility.

The physical facilities and equipment made available to the Contractor under this contract shall not be used for purposes that are not part of NRC's operations.

No parking onsite will be provided, however the Contractor may be permitted to purchase one monthly parking permit for the onsite parking garage.

## **12. Maintenance**

The Contractor shall notify the NRC Project Officer and NRC's facilities management Contractor of any problems with the TWFN Cafeteria's cooking and refrigeration equipment and any other NRC-owned property located in and associated with the operation of the cafeteria, which require repair and maintenance, in accordance with the service call procedure given below:

### **12.1. Service Calls:**

Service calls are to include problems associated with the maintenance and repair of the TWFN Cafeteria cooking and refrigeration equipment and other NRC property located in and associated with operation of the cafeteria. The Contractor for the TWFN Cafeteria shall identify the type of service call being reported at the time it is placed. Service calls are classified either as "Emergency" (including total building emergency), "Urgent", or "Routine" as detailed below.

#### **A. Emergency Service Calls:**

Emergency calls shall be regarding, for purposes of this contract, as those service calls in which the work consists of correcting failures which in the judgment of the NRC Contracting Officer, NRC Project Officer, or Alternate Project Officer, constitute an immediate danger to personnel or property. Examples of an Emergency service call could be but shall not be limited to: broken water pipes; gas, oil, chemical or other noxious vapor leaks; major air conditioning or heating problems which have the potential to cause fire or shock, including freezer or cooler unit problems.

In the event of an emergency, the Contractor shall immediately notify, via telephone, the Facilities Management Contractor and the NRC Project Officer. This notification shall be followed immediately via the electronic service call system, with a copy to the NRC Project Officer. Normally, the response time to emergency calls will be within five minutes during regular operating hours and within one hour following notification during other than regular operating hours, including weekends and holidays. However, if there is no response within these time periods, the Contractor shall immediately, telephonically, notify the NRC Project Officer and the Administrative Services HelpDesk. This shall be followed immediately by an e-mail confirmation to the NRC Project Officer and the electronic service call system.

#### **B. Urgent Service Calls:**

Urgent calls shall be regarded, for purpose of this contract, as those calls generated during regular operating hours that interrupt or otherwise adversely impact operation of the cafeteria. Examples of Urgent calls include, but are not limited to, inoperative electrical circuits, and inoperative lighting. Problems prompting urgent calls shall also be conveyed, via telephone, to the facilities management Contractor, the NRC Project Officer and the Administrative Services HelpDesk. Normally, the response time to urgent calls will be 15 minutes. The problem will be corrected immediately unless efforts to complete the correction of the problem extend beyond the facilities management Contractor's regular working hours. If this occurs, the facilities management will recommence the work at 6:00 a.m. on the next workday. However, if there is no response within these time periods the Contractor shall immediately, telephonically, notify the NRC Project Officer. This telephone call shall be followed immediately by an e-mail confirmation to the NRC Project Officer and the electronic service request system.

### **C. Routine Service Calls:**

Routine calls shall be regarded, for purpose of this contract, as those other remaining service calls occurring during regular operating hours and not designated as emergency or urgent calls as described above. Problems prompting routine calls shall be conveyed to the facilities management Contractor via the electronic service request system with a copy to the NRC Project Officer and Administrative Services Center HelpDesk. Normally, the response time to routine calls will be prompt. The problem will be corrected within 24 hours. However, if there is no response within this time period, the Contractor shall immediately, telephonically, notify the NRC Project Officer. This telephone call shall be followed immediately by e-mail confirmation to the NRC Project Officer and the electronic service request system.

### **13. Sanitation**

The Contractor shall maintain, at all times, NRC food-service facilities in a clean and sanitary condition in accordance with the highest industry standards and shall comply with all federal and Maryland laws, codes, and regulations. The Contractor shall train all employees to follow a "clean-as-you-go" policy.

The food-service facilities are subject to inspection by Montgomery County (Maryland) authorized health department officials, the fire department, and other agencies relative to safety requirements. The Contractor shall notify the NRC Project Officer and Contract Specialist, in writing, within 24 hours of any potential violations which, under terms of the contract, NRC carries the responsibility to correct. The Contractor is also required to notify the NRC Contracting Officer, in writing, within five (5) days from the date of inspection of any notices of violations which are received during or in connection with inspections. The Contractor shall include action plans to correct conditions causing the violations. The NRC Contracting Officer or representative (PO) shall be present at all inspections.

In addition to paragraph (h), "Safe and Sanitary Working Conditions" of the Service Contract Act of 1965 (as amended) (Attachment E), the Contractor shall be responsible for unsanitary or hazardous conditions that are dangers to anyone using the TWFN cafeteria 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.

**The Contractor shall adhere to the following standards and guidelines in the kitchen, servery and dining area:**

- A. The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the cafeteria kitchen and servery areas in a clean, orderly, and sanitary condition at all times. Before beginning the work, the Contractor shall submit to the Project Officer for approval a list stating the name of the manufacturer and the brand name of the materials that are proposed in the performance of this work. Verbal approval/disapproval will be provided by the Project Officer within 24 hours after receipt of list. Any disapproval will be followed up in writing. Materials which are determined by the Project Officer to be unsuitable or harmful to the surfaces to which they would be applied shall not be used.

- B. Equipment used in the performance of the cleaning and janitorial services shall be of sufficient type and capacity to assure high quality work, and shall be approved by the Project Officer.
- C. Cleaning and janitorial services shall be performed at such levels of quality and quantity to assure that the standards of cleanliness and sanitation specified in this document shall be met at all times. The Contracting Officer shall make the final determination of compliance with this requirement based on recommendations by the Project Officer.
- D. Failure to keep any of the facilities in a clean and sanitary condition satisfactory to the Contracting Officer may result in the withdrawal of the privilege of using such facilities, alternatively, the Contracting Officer may have the facility cleaned by other means and the cost of such work charged to the Contractor.
- E. The Government shall not be responsible for damage or loss caused by fire, theft, accident, equipment malfunction or otherwise, to the Contractor's stored supplies, materials, equipment, or other Contractor's employees' personal belongings.
- F. The kitchen (including storage room) and servery floors are to be kept clean at all times, through appropriate methods of cleaning, waxing, buffing, and periodic stripping. This includes corners and baseboards. All spillages are to be cleaned up as they occur. All food particles, grease, grime, debris, encrustation and scuff marks shall be cleaned off the floors by the end of each day.
- G. Walls and ceilings are to be kept free of spotting and grease at all times.
- H. Locker rooms and attendant lavatories shall be kept free of dust, dirt, and debris at all times. Porcelain and other fixtures shall be kept clean of dust, dirt, debris, soap buildup, stain, algae buildup, encrustation, and streaking on all surfaces at all times. Trash cans shall have plastic liners.
- I. Employees shall use the locker room(s) and no other part of the facility for the purpose of changing clothing. This area shall not be used for food preparation, storage or service, or for utensil washing or storage.
- J. In the food-service preparation area, sinks shall be kept free of chipping, dust, dirt, debris, and soap buildup. All floors shall be completely mopped, free of all dust, dirt, debris, food particles, foreign substances, and grease buildup. Surface vent drains shall remain unclogged at all times.
- K. Stainless steel food preparation and service tables, counters, and other external surfaces (including food service equipment) shall be kept free from dirt, dust, debris, grease buildup, algae, food particles and encrustation at all times.
- L. Dry storage areas shall be kept clean and orderly. Floors shall be kept clean of dust, dirt, debris, grease, empty boxes and rust stains at all times.
- M. Office space shall be kept free of dust, dirt, debris on all surfaces.
- N. Where the Contractor temporarily stores trash and garbage at a central location to await removal from the premises, this location shall be kept free of pests, rodents, and odors.



- O. In the kitchen and servery areas, the Contractor shall maintain in a sanitary condition all fixtures, equipment, paraphernalia, materials, utensils, floor surfaces, and all walls.

**In the dining areas, the Contractor shall:**

1. Promptly remove all trays and soiled service-ware from tables, chairs, and/or floors that have been left by patrons.
2. Monitor and wipe all tables after use as needed, with a clean damp cloth followed by sanitizer solution.
3. Monitor the dining areas before and during service hours to maintain dining rooms in a clean and orderly fashion. Tables and chairs are to be aligned in an orderly manner.
4. Ensure food-service employees circulate throughout the dining room during the operating hours to clean up any trays that patrons may have left behind, clean up spills on tables and chairs, and make sure that trash containers are emptied regularly so that they do not overflow.

**In the kitchen and servery area, the Contractor shall:**

1. Clean all kitchen and servery surfaces and equipment on a continuous basis and following each meal period, to remove all food particles, encrustation, grease, grime, algae, or other foreign substances.
2. Perform daily cleaning of all kitchen, servery, and dry storage area floors to remove all food particles, encrustation, grease, grime, algae, or other foreign substances.
3. Perform major cleaning in kitchen and servery areas to include walls and floors, to remove all food particles, encrustation, grease, grime, algae, or other foreign substances.
4. Adhere to sanitation regulations for recommended ware-washing temperatures or the use of chemical sanitizers.

Maintain in a clean and sanitary condition all other areas which are utilized in any manner by the Contractor.

Store all cleaning supplies in non-food areas.

Cleaning and janitorial services shall be performed on a regular schedule and shall meet the highest standards of sanitation. The following minimum cleaning schedule frequencies are to be followed initially and NRC reserves the right for the NRC Project Officer to increase these frequencies at any time:

**Frequency – Daily:**

1. Sweep entire Kitchen and Servery area floors, including the walk-in coolers. Follow-up with a clean damp mop. Vacuum all hard-to-reach areas behind and under equipment

and counters. NOTE: The Contractor shall obtain the approval of the Project Officer prior to the use of any chemical or wax on the floors.

2. Sweep, damp mop, and buff as required any tiled areas.
3. Clean tray rails and glass sneeze guards in Dining and Servery areas.
4. Spot clean tile, walls, and posts in Kitchen and Servery areas.
5. As required, empty trash and rubbish cans.
6. Damp clean all doors.
7. Thoroughly clean exterior of all food-service equipment and all food preparation surfaces, inside of coffee urns, beverage dispensers, hot and cold food troughs, conveyor belts, etc.
8. Clean rest areas, bathroom, and locker rooms.

**Frequency = Weekly:**

1. Clean tray stands.
2. Clean hoods and filters in Kitchen and Servery areas.

**Frequency = Quarterly:**

1. Thoroughly strip wax all resilient tile floors.
2. Thoroughly clean tile walls in kitchen.

Failure to keep any of the facilities in a clean, satisfactory condition may result in the withdrawal of the privilege of using facilities or NRC having the facility cleaned by other means and the cost of the work charged to the Contractor. The government shall not be responsible in any way for the Contractor's damage or loss occasioned by fire, theft, accident, and equipment malfunction or otherwise, to Contractor stored supplies, materials, or equipment, or to the Contractor's employee's personal belongings.

**14. Safety**

The Contractor shall conform to all safety regulations and requirements in effect covering such premises at any time during the performance of this agreement. The Contractor agrees to take all necessary steps and precautions to prevent accidents and preserve the life and health of Contractor and Government employees performing or in any way coming in contact with the performance of this agreement on such premises and participate in the building's emergency procedures. NRC shall furnish information concerning fire and safety regulations to the Contractor (*U.S. NRC Occupant Emergency Plan, Attachment F*). Any violation of these regulations, unless immediately corrected as directed by the NRC Contracting Officer, shall be grounds for termination of the Agreement.

## **15. Security**

The Contractor and all of its employees shall comply with all the NRC rules and regulations governing access to and conduct in the NRC building.

Contractor shall also comply with building rules, restrictions and time of day, regarding vendor deliveries and garbage removal with respect to route taken between the loading dock and the cafeteria, and restrictions in time of day for all such activities. Deliveries and pickups are permitted between the hours of 6:00 a.m. and 2:30 p.m. at the TWFN loading dock.

The Contractor shall be responsible for the security of all areas under the jurisdiction of the Contractor, i.e., the server and kitchen (including office and storage area). The Contractor shall have the responsibility for assuring that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Contractor shall provide a key for emergency access to the building security office. The Contractor shall also post a small sign at the entrance indicating whom to contact if an emergency arises.

## **16. Graphics**

The Contractor will be authorized to display the appropriate corporate identity graphics, signage, and decorations at designated locations within the food-service facility subsequent to approval by the NRC Project Officer.

## **17. Equipment**

NRC shall, at its expense, provide, install, and permit the Contractor to use the major foodservice equipment (Attachment C) specified in the facility floor plan (Attachment B). If it is determined that equipment is no longer needed for the contract operations, it may be withdrawn by NRC. NRC will replace equipment which it has provided as it deems necessary. Ownership of all equipment provided under the contract shall be vested in NRC including any equipment acquired by re-investment by the Contractor of any annual profits that exceed the 10% profit limitation. However, any point-of-sale equipment (cash registers), vending, and any additional equipment that the Contractor brings on-site that is not paid for using the over 10% profit re-investment funds shall belong to the contractor.

Items initially furnished by NRC as specified in Attachment C shall be listed on a basic inventory approved jointly by the NRC Project Officer and the Contractor at the start of the contract. Subsequent changes, additions, or deletions to the basic inventory shall be in writing and approved jointly by the parties. On the anniversary date of the contract and at the termination date of the contract, a joint inventory shall be taken by NRC and the Contractor to verify correctness of the inventory.

Reasonable care shall be exercised in the use of space and NRC-owned equipment and, upon contract termination, the contractor shall yield such space and equipment in as good condition as received, except for ordinary wear and tear, and damage or destruction beyond the Contractor's control and not due to the Contractor's or its employees' fault or negligence. All equipment and utensils not provided by NRC shall be provided by the Contractor who shall replace such equipment and utensils when necessary at the Contractor's expense.

The Contractor shall transport all trash and feed waste to the loading dock and deposit it in the appropriate designated compactor. NRC provides the compactor service. The Contractor shall participate in NRC's recycling program required by Montgomery County.

NRC shall provide regular service for exhaust system cleaning, grease trap cleaning, and extermination on a regular basis as specified by NRC.

#### **18. Spatial Modifications and Contractor Equipment**

The Contractor shall not perform any modifications to the food-service facility. The NRC will consider reasonable suggestions from the Contractor for modifications that may enhance the cafeteria facility.

#### **19. Summary of Responsibilities of Parties**

The following is a summary of each party's responsibilities under this contract:

##### **The Contractor is responsible for the following:**

- A. Initial Inventory of Small-wares;
- B. Replacements to Small-ware Inventory;
- C. Food, Beverage, Labor, and Operating Costs;
- D. Long Distance Telephone Charges;
- E. Regular, Daily Cleaning of the Entire Kitchen (including storage-room) and Servery areas including all floors, food-service equipment, food prep areas and bulk storage containers;
- F. Food service equipment maintenance services;
- G. Insurance coverage;
- H. Cash registers;
- I. Computer systems and modem;
- J. Quality Control Plan development and implementation;
- K. Menu Appearance.

##### **The Government shall be responsible for the following:**

- A. Food-service Facilities and Furnishings;
- B. HVAC Services;
- C. Major Repair and Cleaning of Ceilings and Light Fixtures
- D. Trash Removal Services (at the loading dock);
- E. Telephone Service (installation and local service);
- F. Daily Vacuuming of Dining Room floor;
- G. Exhaust Hood Cleaning;
- H. Grease Trap Cleaning.

#### **20. Contractor Quality Control Plan**

The Contractor shall develop, implement and adhere to its quality assurance and control plan. Upon commencement of the contract, the Contractor shall provide the NRC Project Officer with a copy of the Contractor's quality assurance and control plan. The Contractor shall ensure that documentation is maintained onsite of these quality inspections or investigations, and all records shall be made available for review by the Project Officer upon demand.

The Contractor shall ensure the quality control plan includes a process for documentation of customer complaints, and Contractor's timely response to the complaints. The Contractor's onsite Manager or a designee shall be responsible for maintaining the records onsite of the receipt and documentation of customer complaints and the corrective actions taken.

## **21. Contract Management**

1. The NRC shall have the right to inspect or audit the accounts and methods of internal control established by the Contractor, and to make such other inspections or audits as may be considered necessary to ensure strict compliance by the Contractor with all provisions of the contract.
2. The Contractor shall keep accurate and complete written records of all revenues and expenses in connection with the operation of the food facility. The Contractor shall keep records for the current fiscal year and for a minimum of three previous years and such additional time that NRC deems necessary. The Contractor shall provide, on a monthly and annual basis, financial reports in a format acceptable to NRC. The Contractor shall keep complete and accurate accounts of all food service transactions, and maintain such methods of internal control as are required by NRC, and shall use cash registers or similar business machines of a type required by NRC. All documents and records substantiating revenues and expenses, and containing information relating to income, sales, cost, or profits shall be available for inspection and/or audit by NRC representatives at any time during the contract.
3. The Contractor shall charge only such prices as are approved by the NRC for any service rendered and shall conspicuously display all prices for such services.
4. Standards of hygiene and sanitation shall be of the highest standards and in accordance with regulations of the NRC and in compliance with appropriate Federal, state, county, and other local requirements, laws and regulations. NRC shall maintain the right to inspect at any time the operation and facilities of the Contractor.
5. The contract may be terminated at the option of the NRC upon written notice to the Contractor, if the Contractor fails to carry out the terms and conditions of the contract.

### **List of Attachments**

- A – Convenience store types of articles sold and services offered**
- B – Floor Plan of the kitchen and servery**
- C – List of the major food-service equipment provided by the NRC**
- D – Hazard Analysis and Critical Control Point Plan (HACCP)**
- E – “Safe and Sanitary Working Conditions” of the Service Contract Act of 1965 (as amended)**
- F – *U.S. NRC Occupant Emergency Plan* – to be provided on-site by the NRC Project Officer**

**ATTACHMENT A**

**CONVENIENCE/DRY GOODS STORE-LIST OF PRODUCTS TO BE SOLD**

**Canned and Bottled Beverages**

**Greeting Cards**

**Lottery Tickets**

**Prepackaged Snack Items, such as, but not limited to:**

**-Candy**

**-Chips**

**-Cookies**

**-Pretzels**

**-Pastry**

**-Ice Cream**

**Sundries**

**Newspapers**

**Periodicals**

**Gifts**

**Milk, various products**

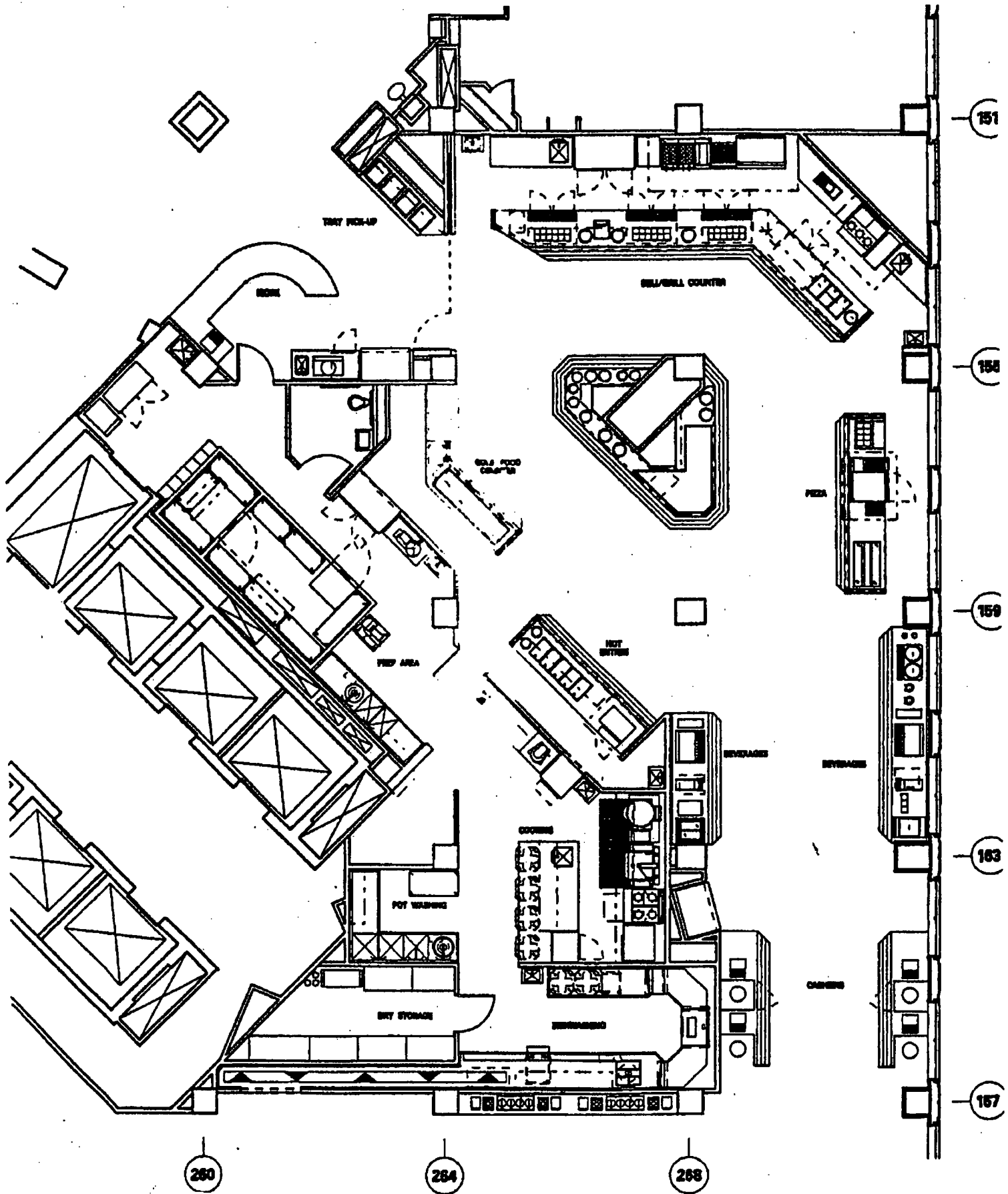
**Electronics**

**Health & Beauty Aids**

**Personal Care**

**Clothing**

**Photo Processing**





**Government Furnished Equipment List  
Nuclear Regulatory Commission (NRC)**

April 1, 2010

<u>Item</u>	<u>QTY</u>	<u>Description</u>	<u>Cafeteria Location</u>
1	1	DISPLAY COUNTER	KIOSK AREA
2	1	STAINLESS BACK COUNTER w/SINK	KIOSK AREA
3	1	UNDER-COUNTER REFRIGERATOR	KIOSK AREA
4	1	AIR SCREEN REFRIGERATOR	KIOSK AREA
5	1	TRAY PICK-UP	DINING ROOM
6	4	TRAY DISPENSER	KIOSK AREA
7	1	SILVERWARE SHELF	DINING ROOM
8	1	COLD FOOD COUNTER	SERVERY – DELI SANDWICH STATION
9	1	COLD PAN CONDENSER	SERVERY – DELI SANDWICH STATION
10	1	DISPLAY SHELF	SERVERY – DELI SANDWICH STATION
11	1	DELI/GRILL COUNTER	SERVERY – FRONT GRILL AREA
12	1	PROTECTOR CASE	SERVERY – FRONT GRILL AREA
13	1	DELI CONDENSER UNIT	SERVERY – FRONT GRILL AREA
14	1	TOASTER	SERVERY – FRONT GRILL AREA
15	3	CUTTING BOARDS	SERVERY – FRONT GRILL AREA
16	2	GRILL COUNTER CONDENSER UNIT	SERVERY – FRONT GRILL AREA
17	3	HOT FOOD PANS	SERVERY – FRONT GRILL AREA
18	1	BACK COUNTER W/SINK	SERVERY – FRONT GRILL AREA
19	1	EXHAUST VENTILATOR	SERVERY – FRONT GRILL AREA
20	1	FRYERS W/FILLER & DUMP	SERVERY – FRONT GRILL AREA
21	1	CHARBROILER	SERVERY – FRONT GRILL AREA
22	1	GRILL	SERVERY – FRONT GRILL AREA
23	1	BACKCOUNTER	SERVERY – FRONT GRILL AREA
24	1	SOUP & SALAD BAR	SERVERY – SOUP & SALAD ISLAND
25	3	BOWL DISPENSER	SERVERY – SOUP & SALAD ISLAND
26	2	CUP DISPENSER	SERVERY – SOUP & SALAD ISLAND
27	3	SOUP WELL	SERVERY – SOUP & SALAD ISLAND
28	1	SALAD PAN CONDENSER	SERVERY – SOUP & SALAD ISLAND
29	1	SNEEZE GUARD	SERVERY – SOUP & SALAD ISLAND
30	1	SALAD PAN	SERVERY – SOUP & SALAD ISLAND
31	4	PLATE DISPENSER	SERVERY – SOUP & SALAD ISLAND
32	1	PIZZA COUNTER	SERVERY – PIZZA STATION
33	1	PIZZA MAKE-UP	SERVERY – PIZZA STATION
34	1	PIZZA OVEN	SERVERY – PIZZA STATION
35	1	PIZZA DISPLAY	SERVERY – PIZZA STATION
36	1	PROTECTOR CASE	SERVERY – PIZZA STATION
37	1	EXHAUST VENTILATOR	SERVERY – PIZZA STATION
38	1	BACKCOUNTER W/SINK	SERVERY – ENTRÉE STATION
39	1	HOT ENTRÉE COUNTER	SERVERY – ENTRÉE STATION
40	2	PLATE DISPENSER	SERVERY – ENTRÉE STATION
41	5	HOT FOOD WELLS	SERVERY – ENTRÉE STATION
42	1	PROTECTOR CASE	SERVERY – ENTRÉE STATION
43	1	ROTISSERIE	SERVERY – ENTRÉE STATION

44	1	PASS THROUGH WARMER	SERVERY - ENTRÉE STATION
45	LOT	EMPLOYEE LOCKERS	KITCHEN - NON-FOOD STORAGE AREA
46	1	WALK-IN REFRIGERATOR/FREEZER	KITCHEN
47	1	REFRIGERATOR COIL	KITCHEN
48	1	REFRIGERATOR CONDENSER	KITCHEN
49	1	FREEZER COIL	KITCHEN
50	1	FREEZER CONDENSER	KITCHEN
51	LOT	REFRIGERATOR SHELVING	KITCHEN
52	1	PREPARATION SINK	KITCHEN
53	1	OVERSHELF	KITCHEN
54	1	WASTE DISPOSER	KITCHEN
55	1	PRE-RINSE UNIT	KITCHEN
56	1	PORTABLE EQUIPMENT TABLE	KITCHEN
57	1	20-QUART MIXER	KITCHEN
58	1	SLICER	KITCHEN
59	1	WORK TABLE	KITCHEN
60	1	FOOD PROCESSOR	KITCHEN
61	1	FOOD CUTTER	KITCHEN
62	1	OVERSHELF	KITCHEN
63	1	CHEFS COUNTER	KITCHEN
64	1	REACH-IN REFRIGERATOR	KITCHEN
65	1	EXHAUST VENTILATOR	KITCHEN
66	1	VENTILATOR CONTROL CABINET	KITCHEN - MANAGER'S OFFICE
67	1	FIRE EXTINGUISHING SYSTEM	KITCHEN - MANAGER'S OFFICE
68	1	40-GALLON TILTING KETTLE	KITCHEN
69	1	30-GALLON FRY PAN	KITCHEN
70	1	6-BURNER RANGE W/1 SALAMANDER	KITCHEN
71	2	COMBINATION OVEN	KITCHEN
72	1	POT RACK	KITCHEN
73	1	POT SINK	KITCHEN
74	1	DISPOSER	KITCHEN
75	2	PRE-RINSE UNIT	KITCHEN
76	1	OVERSHELF	KITCHEN
77	LOT	DRY STORAGE SHELVING	KITCHEN - DRY STORAGE ROOM
78	6	HAND SINK	KITCHEN
79	1	CLEAN DISHTABLE	KITCHEN
80	2	DISH DOLLY	KITCHEN
81	1	TRAY CART	KITCHEN
82	1	DISH MACHINE	KITCHEN
83	2	VENT DUCT	KITCHEN
84	1	SOILED DISHTABLE & CONVEYER	KITCHEN
85	1	DISPOSER	KITCHEN
86	1	PRE-RINSE UNIT	KITCHEN
87	1	SILVER SORTING CART	KITCHEN
88	1	BEVERAGE COUNTER	SERVERY
89	1	ESPRESSO/MILK STEAMER MACHINE	KIOSK AREA
90	LOT	SMALLWARES FOR ESPRESSO BAR	KIOSK AREA

**CONSULTING SERVICES**

**HAZARD ANALYSIS CRITICAL CONTROL POINT PLAN**

# **U.S. NUCLEAR REGULATORY COMMISSION**

**Rockville, Maryland**

**Submitted to:**

**Montgomery County Department of Health  
Division of Licensure & Regulatory Services  
Rockville, Maryland**

## INTRODUCTION

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Cini-Little International, Inc., was retained by the U.S. Nuclear Regulatory Commission (NRC) to develop a Hazard Analysis of Critical Control Point (HACCP) plan for the new foodservice operation planned for the Two White Flint North office building in Rockville, Maryland. This HACCP plan was prepared in accordance with the Code of Maryland Regulations (COMAR) 10.15.03 dated February 1992 and the standards and procedures established by the Montgomery County Department of Health, Division of Licensure & Regulatory Services.

### Methodology

The new foodservice operation at the NRC will be an employee dining facility that will consist of a scatter-style servery that features seven (7) separate food stations and a food production kitchen. The NRC will be contracting with a foodservice management company to operate the new foodservice facility. The selected contractor will be responsible for developing a cycle menu for the facility that is typically four to six weeks in length.

Since a foodservice management company has not been selected as of the submittal date of this document, a preliminary list of menu items capable of being produced in the new facility was developed and submitted to the Montgomery County Department of Health. From that preliminary list of menu items, seventeen (17) representative menu items from the seven food stations were selected for analysis of their critical control points during production. The seventeen menu items selected are listed below.

- ◆ Cottage Cheese Salad (pre-packaged)
- ◆ Oriental Chicken Salad (pre-packaged)
- ◆ Chicken Salad Sandwich
- ◆ Hot Corned Beef and Pastrami Sandwich
- ◆ Pepperoni Pizza, whole (individual serving size)
- ◆ Hamburger/Cheeseburger
- ◆ Grilled Chicken Breast Sandwich
- ◆ French Fries
- ◆ Pre-packaged yogurt
- ◆ Ham and Cheese Sandwich (pre-packaged)
- ◆ Chocolate Cake (pre-portioned and wrapped)
- ◆ London Broil
- ◆ Chicken Teriyaki
- ◆ Mixed Greens (salad bar)
- ◆ Sliced Cucumbers (salad bar)
- ◆ Boston Clam Chowder
- ◆ Vegetable Soup

Additionally, a meeting was conducted with a representative from the Montgomery County Department of Health, Division of Licensure & Regulatory Services to discuss the new facility, HACCP plan requirements by the County, and the fact that a foodservice management company has not yet been selected by the NRC. The County recognizes that a foodservice operation's menu may change periodically, but the HACCP guidelines established should be transferred to any new menu items served by the operation. It was agreed, as a result of the meeting, that the selected foodservice management company will be required to adhere to the HACCP guidelines detailed in this document as part of their contract with the NRC, as well as, develop a more defined HACCP plan that corresponds to the menu they implement in the new facility.

# NUCLEAR REGULATORY COMMISSION

## HACCP RECIPE EVALUATION FLOW CHART

FOOD ITEM: COTTAGE CHEESE SALAD (pre-packaged)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receive Cottage Cheese in Bulk Package</i>	Contamination and spoilage	Accept cottage cheese 45°F or below; verify with thermometer	Reject Delivery
		Product must be free from spoilage; verify by visual inspection	Reject Delivery
2. <i>Storage of Bulk Cottage Cheese</i>	Contamination and spoilage	Maintain storage temperature at 45°F or below; verify with thermostat	Rapidly chill product to 45°F or lower, or discard product if held above 45°F for 2 hours or more, or if product is above 55°F
		Protect from contamination	Cover/relocate food
		Observe sell	Discard product after use-by date
3. <i>Combine Cottage Cheese into Disposable Container</i>	Cross Contamination	Wash hands properly	Wash hands properly, use disposable gloves or discard food
		Wash and sanitize equipment	Use proper utensils and containers
		Use pre-chilled products at 45°F or below	Discard food
		Minimize food/hand contact	Wash hands properly, use disposable gloves, or discard food
4. <i>Holding of Pre-Packaged Cottage Cheese Salad</i>	Contamination; bacterial growth	Maintain holding temperature at 45°F or below; verify with thermostat	Discard product or adjust thermostat
		Protect from contamination	Package in an enclosed container

# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: ORIENTAL CHICKEN SALAD

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receive Chicken</i>	Contamination and Spoilage	Accept chicken at 45°F or below; verify with thermometer	Reject Delivery
		No off odor or stickiness	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
2. <i>Receive Vegetables and Greens</i>	Contamination and Spoilage	Packaging intact and unbroken	Reject Delivery
		No cross contamination during transport	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
3. <i>Cooking Chicken</i>	Bacterial survival	Cook all chicken to an internal temperature of 165°F	Continue cooking until chicken reaches 165°F; verify with thermometer
	Physical contamination during cooking	Keep product covered during cooking	Cover food
	Contamination by herbs/spices	Add spices early during cooking	Cook 1/2 hour after spices are added
	Contamination of utensils	Wash and sanitize utensils and equipment	Use washed and sanitized utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves or utensils; or discard food
4. <i>Rapid Cooling of Chicken</i>	Bacterial growth	Chill chicken from 140°F to 45°F or below within 4 hours or less in uncovered, shallow pans; verify with thermometer	Discard food

**ITEM: ORIENTAL CHICKEN SALAD (cont)**

<b>CRITICAL CONTROL POINT</b>	<b>HAZARD</b>	<b>STANDARDS</b>	<b>CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET</b>
5. <i>Washing and Cutting Vegetables and Greens</i>	Contamination of utensils and cutting surface	Wash and sanitize utensils and cutting surfaces	Use properly washed utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves or discard food
6. <i>Combining Salad Ingredients</i>	Contamination of utensils and cutting surface	Wash and sanitize utensils and cutting surfaces	Use properly washed utensils or discard food
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Bacterial growth	Use pre-chilled ingredients at 45°F or below	Discard food held above 55°F
7. <i>Cold Holding and Service</i>	Bacterial growth	Hold chicken salad ingredients at 45°F or lower prior to service	If product stays at temperature above 45°F for more than 2 hours or if product is above 55°F, discard
	Contamination	Keep covered	Cover tightly
	Spoilage	Follow "Use By" date	Discard food after "Use By" date
8. <i>Cold Storage of Ingredients</i>	Bacterial growth	Maintain proper storage temperature at 45°F or lower; verify with thermometer	If product stays at temperature above 45°F for more than 2 hours or if product is above 55°F, discard
	Cross contamination	Protect from cross contamination	Cover product during storage
	Bacterial growth in time or after prolonged storage	Label all products with date and time	Label and date or discard

# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: CHICKEN SALAD SANDWICH

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Chicken</i>	Contamination and spoilage	Accept raw chicken at 45°F (7.2°C) or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No off odor or stickiness	Reject Delivery
2. <i>Receiving Vegetables</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
		No cross contamination during transport	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
3. <i>Receiving Bread Products</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
		No evidence of mold or other spoilage	Reject Delivery
4. <i>Cooking Chicken</i>	Bacterial survival	Cook all chicken to an internal temperature of 165°F	Continue cooking until chicken reaches 165°F; verify with thermometer
	Physical contamination during cooking	Keep product covered during cooking	Cover food
	Contamination by herbs/spices	Add spices early during cooking	Cook 1/2 hour after spices are added
	Contamination of utensils	Wash and sanitize utensils and equipment	Use washed and sanitized utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves or discard food



**FOOD ITEM: CHICKEN SALAD SANDWICH (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
5. <i>Rapid Cooling of Chicken</i>	Bacterial growth	Chill chicken from 140°F to 45°F or below within 4 hours or less in uncovered, shallow pans; verify with thermometer	Discard food
6. <i>Washing and Cutting Vegetables and Greens</i>	Contamination of utensils and cutting surface	Wash and sanitize utensils and cutting surfaces	Use properly washed utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves or discard food
7. <i>Combining Chicken Salad Sandwich Ingredients</i>	Contamination of utensils and cutting surface	Wash and sanitize utensils and cutting surfaces	Use properly washed utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves or discard food
	Bacterial growth	Use pre-chilled ingredients at 45°F or below	If product stays at temperature above 45°F for more than 2 hours or if product is above 55°F, discard
8. <i>Cold Holding and Service</i>	Bacterial growth	Hold chicken salad ingredients at 45°F or lower prior to service	If product stays at temperature above 45°F for more than 2 hours or if product is above 55°F, discard
	Contamination from serving utensils	Wash and sanitize equipment/utensils	Properly wash and sanitize utensils
	Spoilage	Follow "Use By" date	Discard food

**FOOD ITEM: CHICKEN SALAD SANDWICH (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
9. <i>Cold Storage of Ingredients</i>	Bacterial growth	Maintain proper storage temperature at 45°F or lower; verify with thermometer	If product stays at temperature above 45°F for more than 2 hours or if product is above 55°F, discard
	Cross contamination	Protect from cross contamination	Cover product during storage
	Bacterial growth in time or after prolonged storage	Label all products with date and time	Label and date or discard

# HACCP RECIPE EVALUATION FLOW CHART

ITEM: HOT CORNED BEEF AND PASTRAMI SANDWICH

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receive Corn Beef and Pastrami</i>	Contamination and spoilage	Accept corned beef and pastrami at 45°F or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No off odor or stickiness, etc.	Reject Delivery
2. <i>Receiving Cheese</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
		No sign of spoilage or mold formation	Reject Delivery
		Accept cheese at 45°F or below; verify with thermometer	Reject Delivery
3. <i>Receiving Bread Product</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
4. <i>Cold Storage of Meat and Cheese Products after Receiving</i>	Contamination and spoilage	Maintain storage temperature at 45°F or below	If food is held at above 45°F for more than two hours, either decrease the volume of food held at room temperature or discard food above 55°F
		Follow the "sell-by/use-by" date	Discard food past the "use-by" date

**ITEM: HOT CORNED BEEF AND PASTRAMI SANDWICH (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
5. <i>Preparing/Slicing the Corned Beef and Pastrami</i>	Cross contamination during preparation	Wash and sanitize all equipment, utensils, cutting surfaces	Use properly washed and sanitized equipment and utensils
	Cross contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves or discard food
	Bacterial growth	Keep food temperatures below 45°F	If food is held at above 45°F for more than two hours, either decrease the volume of food held at room temperature or discard food above 55°F
6. <i>Cold Storage of Ingredients at Workstation</i>	Bacterial growth	Maintain proper storage temperature at 45°F or lower; verify with thermometer	If product stays at temperature above 45°F for more than 2 hours or if product is above 55°F, discard
	Cross contamination	Protect from cross contamination	Cover product during storage
	Bacterial growth in time or after prolonged storage	Label all products with date and time	Label and date or discard
7. <i>Combining Sandwich Ingredients</i>	Contamination of utensils and cutting surface	Wash and sanitize utensils and cutting surfaces	Use properly washed and sanitized utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly or discard food
	Bacterial growth	Use pre-chilled ingredients	Discard food

**ITEM: HOT CORNED BEEF AND PASTRAMI SANDWICH (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
8. <i>Cold Storage of Ingredients in Walk-In Cooler</i>	Bacterial growth	Maintain proper storage temperature at 45°F or lower; verify with thermometer	If product stays at temperature above 45°F for more than 2 hours or if product is above 55°F, discard
	Cross contamination	Protect from cross contamination	Cover product during storage
	Bacterial growth in time or after prolonged storage	Label all products with date and time	Label and date or discard

# HACCP RECIPE EVALUATION FLOW CHART

ITEM: PEPPERONI PIZZA, WHOLE (Individual serving size)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Pre-Prepared Dough Product</i>	Contamination and spoilage	Accept dough product at 45°F or lower; verify with thermometer	Reject Delivery
		Packaging intact	Reject Delivery
2. <i>Receiving Pepperoni</i>	Contamination and Spoilage	Accept pepperoni at 45°F or lower; verify with thermometer	Reject Delivery
		Packaging intact	Reject Delivery
		No off odor or stickiness	Reject Delivery
3. <i>Receiving Cheese Products</i>	Contamination and spoilage	Packaging intact	Reject Delivery
		No sign of spoilage or mold formation	Reject Delivery
		Accept cheese at 45°F or below; verify with thermometer	Reject Delivery
4. <i>Receiving Canned Tomato Sauce</i>	Contamination and spoilage	No swollen, dented, or leaking cans	Reject Delivery
5. <i>Cold Storage of Meat, Cheese, and Dough Products after Receiving</i>	Contamination and spoilage	Maintain storage temperature at 45°F or below	If food is held at above 45°F for more than two hours, either decrease the volume of food held at room temperature or discard food above 55°F
		Follow the "sell-by/use-by" date	Discard food past the "use-by" date
6. <i>Preparing Pizza Dough</i>	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves or discard food
	Contamination from cooking utensils	Wash and sanitize all equipment and cooking utensils	Use properly sanitized utensils

**ITEM: PEPPERONI PIZZA, WHOLE (individual serving size) (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
7. <i>Preparing/Readying Cheese Product</i>	Contamination from cooking utensils	Wash and sanitize all equipment and cooking utensils	Use properly sanitized utensils
	Bacteria growth	Use pre-chilled ingredients at 45°F or below	Discard food if held above 45°F for two hours or more or if product is above 55°F
8. <i>Preparing/Slicing Pepperoni</i>	Cross contamination from cutting utensils	Wash and sanitize all equipment and cutting utensils	Use properly sanitized cutting utensils
	Contamination by cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Bacterial growth	Use pre-chilled ingredients at 45°F or below	Discard food if held above 45°F for two hours or more or if product is above 55°F
9. <i>Combining Pizza Ingredients</i>	Cross contamination from cooking utensils	Wash and sanitize utensils and cutting surfaces	Use properly washed and sanitized cooking utensils
	Cross contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Bacterial growth	Use prechilled ingredients at 45°F or below	Discard food if held above 45°F for 2 hours or longer or if product is above 55°F
10. <i>Baking Pizza</i>	Bacterial survival	Cook all ingredients to a minimum internal temperature of 140°F	Continue cooking to 140°F
		Verify final temperature with thermometer	Continue cooking to 140°F
	Physical contamination during cooking	Keep covered	Cover
	Contamination by herbs and spices	Add spices early in the cooking procedures	Continue cooking at least 15 minutes after spices are added

ITEM: PEPPERONI PIZZA, WHOLE (individual serving size) (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
10. <i>Baking Pizza (cont)</i>	Contamination of utensils	Use washed and sanitized utensils	Wash, rinse, and sanitize all utensils before use.
11. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use clean and sanitary equipment to transfer and hold product	Wash, rinse, and sanitize equipment before transferring food product to it.
		Hold pizza above 140°F (60°C) in preheated holding unit	Return to oven and reheat to 140°F
		Keep covered	Cover
		Use clean packaging boxes for the pizza	Obtain new packaging material to use for pizza
		Hold pizza at 140°F for no longer than 3 hours	Discard product after 3 hours



# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: HAMBURGER/CHEESEBURGER

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Hamburger Patties</i>	Contamination and spoilage	Accept fresh patties at 45°F (7.3°C) or lower; verify with thermometer	Reject Delivery
		If frozen, accept hamburger patties at 0°F or lower; verify with thermometer	Reject Delivery
		No off odor or stickiness, etc.	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
2. <i>Receiving Buns/ Bread Products</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
		No sign of mold, spoilage, or decay	Reject Delivery
3. <i>Receiving Cheese Products</i>	Contamination and spoilage	Packaging intact	Reject Delivery
		No sign of spoilage or mold formation	Reject Delivery
		Accept cheese at 45°F or below; verify with thermometer	Reject Delivery
4. <i>Preparing Hamburger Patties (required only if patties are made on premises)</i>	Contamination from Cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves or discard food
	Physical contamination from utensils	Clean and sanitize utensils	Wash, rinse, and sanitize all utensils before use
	Bacterial growth	Keep food temperatures below 45°F	Decrease volume of food held at room temperature or discard food if above 45°F for more than 2 hours or if above 55°F

ITEM: HAMBURGER/CHEESEBURGER (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
5. <i>Cooking Hamburger Patties</i>	Bacterial Survival	Cook all ingredients to a minimum internal temperature of 155°F	Continue cooking to 155°F
		Verify final temperature with a special thermometer	Continue cooking to 155°F
	Contamination by utensils	Use washed and sanitized utensils	Wash, rinse, and sanitize all utensils before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
6. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use clean and sanitary equipment to transfer and hold product	Wash, rinse, and sanitize utensils and equipment before transferring product
		Hold hamburgers above 140°F (60°C) in preheated holding unit	Return to grill and reheat to 155°F if under 140°F for less than 2 hours; if longer than 2 hours, discard
		Keep food product covered	Cover
		Use clean and sanitized serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment
7. <i>Assembly of Product</i>	Contamination	Use clean and sanitized serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment
		Wash hands properly	Wash hands properly, use disposable gloves, or discard food

ITEM: HAMBURGER/CHEESEBURGER (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
8. <i>Cooling for Storage</i>	Bacterial survival and growth	Cool rapidly in ice water bath or shallow, uncovered pans less than 4" deep	Move to shallow, uncovered pans
		Cool rapidly from 140°F to 45°F in 4 hours or less	Discard after 4 hours if 45°F temperature is not achieved
		Verify final temperature with a thermometer; record temperatures and times before product reaches 45°F or less	If temperature is not reached in less than 4 hours, discard
	Cross Contamination	Cover immediately after cooling to 45°F or below	Cover
		Store above raw food products and at least 18" above the floor	Relocate food item
	Bacterial growth in time or after prolonged storage time	Cover immediately after cooling to 45°F or below	Cover
Label with date and time		Label with date and time or discard	
9. <i>Reheating for Service</i>	Survival of bacterial contaminants	Heat rapidly on stove or in oven to 165°F	Reheat to 165°F within two hours
		Maintain temperature at 140°F (60°C) or above; verify with thermometer	Transfer to preheated hot holding unit to maintain 140°F or above
		Do not mix new product into old product	Discard food product
		Do not reheat or serve leftovers more than once	Discard product if any remains after being reheated once

# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: GRILLED CHICKEN BREAST SANDWICH

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Chicken Breast</i>	Contamination and spoilage	Accept chicken at 45°F (7.3°C) or lower; verify with thermometer	Reject Delivery
		If frozen, accept chicken breasts at 0°F or lower; verify with thermometer	Reject Delivery
		No off odor or stickiness, etc.	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
2. <i>Receiving Buns/ Bread Products</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
		No sign of mold, spoilage, or decay	Reject Delivery
3. <i>Receiving Cheese Products</i>	Contamination and spoilage	Packaging intact	Reject Delivery
		No sign of spoilage or mold formation	Reject Delivery
		Accept cheese at 45°F or below; verify with thermometer	Reject Delivery
4. <i>Preparing Chicken Breasts</i>	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Contamination from utensils	Use washed and sanitized utensils	Wash, rinse, and sanitize all utensils before use
	Bacterial growth	Keep food temperatures below 45°F	Decrease volume of food held at room temperature or discard food if held above 45°F for 2 hours or longer, or if food is above 55°F

**ITEM: GRILLED CHICKEN BREAST SANDWICH (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
5. <i>Cooking Chicken Breasts</i>	Bacterial Survival	Cook all ingredients to a minimum internal temperature of 165°F	Continue cooking to 165°F
		Verify final temperature with a thermometer	Continue cooking to 165°F
	Physical contamination during cooking	Cover product during cooking	Cover food
	Contamination by herbs and spices	Add spices early in cooking procedure	Cook at least 1/2 hour after spices are added
	Contamination by utensils	Use washed and sanitized utensils	Wash, rinse, and sanitize all utensils before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
6. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use clean and sanitary equipment to transfer and hold product	Wash, rinse, and sanitize utensils and equipment before transferring product
		Hold chicken breasts above 140°F (60°C) in preheated holding unit	Return to grill and reheat to 165°F; discard if held below 140°F for 2 hours or more
		Keep food product covered	Cover
		Use washed and sanitized serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment

**ITEM: GRILLED CHICKEN BREAST SANDWICH (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
7. <i>Cooling for Storage</i>	Bacterial survival and growth	Cool rapidly in ice water bath or shallow, uncovered pans less than 4" deep	Move to shallow, uncovered pans
		Cool rapidly from 140°F to 45°F in 4 hours or less	If temperature is not reached in less than 4 hours, discard
		Verify final temperature with a thermometer; record temperatures and times before product reaches 45°F or less	If temperature is not reached in less than 4 hours, discard
	Cross Contamination	Place product above or away from raw food	Relocate food item
		Cover immediately after cooling	Cover
		Use washed and sanitized containers	Wash, rinse, and sanitize storage containers before filling them with food product
	Bacterial growth in time or after prolonged storage time	Label with date and time	Label with date and time or discard
8. <i>Reheating for Service</i>	Survival of bacterial contaminants	Heat rapidly on stove or in oven to 165°F	Reheat to 165°F within two hours
9. <i>Hot Holding and Service</i>	Bacterial growth	Maintain temperature at 140°F (60°C) or above; verify with thermometer	Transfer to preheated hot holding unit to maintain 140°F or above
		Do not mix new product into old product	Discard food product
		Do not reheat or serve leftovers more than once	Discard product if any remains after being reheated once

# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: FRENCH FRIES

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Frozen French Fries</i>	Contamination and spoilage	Accept French fries at 0°F or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
2. <i>Cooking French Fries</i>	Bacterial Survival	Cook all French fries to a minimum internal temperature of 140°F or higher	Continue cooking to 140°F
		Verify final temperature with thermometer	Continue cooking to 140°F
	Physical contamination during cooking	Use frying grease that is less than 5 days old	Discard cooking grease and change
	Contamination by cooking utensils	Use washed and sanitized cooking utensils and equipment	Wash, rinse, and sanitize all utensils before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
3. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use washed and sanitized equipment and utensils to transfer and hold product	Wash, rinse, and sanitize equipment and utensils before transferring food products
		Hold French fries above 140°F (60°C) in preheated holding unit	If product is held less than 140°F for more than 2 hours, discard food

# HACCP RECIPE EVALUATION FLOW CHART

ITEM: PRE-PACKAGED YOGURT

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Pre-Packaged Yogurt</i>	Contamination and spoilage	Accept yogurt at 45°F or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No off odor or stickiness, etc.	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
2. <i>Cold Holding and Service</i>	Bacterial growth	Hold prepackaged yogurt at 45°F or lower; verify with thermostat	If product is allowed to stay at above 45°F for more than 2 hours, discard product, or if product is above 55°F
	Bacterial growth in time or after prolonged storage time	Observe "Use By/Sell By" date	Discard product past the "Use By/Sell By" date
		Protect from contamination	Dispose of product if contaminated



# HACCP RECIPE EVALUATION FLOW CHART

ITEM: HAM AND CHEESE SANDWICH (pre-packaged)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Ham</i>	Contamination and spoilage	Accept ham at 45°F (7.2°C) or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
2. <i>Receiving Cheese Products</i>	Contamination and spoilage	Packaging intact	Reject Delivery
		No sign of spoilage or mold formation	Reject Delivery
		Accept cheese at 45°F or below; verify with thermometer	Reject Delivery
3. <i>Receiving Bread Products</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
4. <i>Cold Storage of Meat and Cheese Products</i>	Contamination and spoilage	Maintain storage temperature at 45°F or lower; verify with thermometer	Discard product or reduce temperature of storage area to 45°F or lower
	Contamination from other food products	Protect from contamination by maintaining package material or storing in air tight container	Cover/relocate food or discard product
	Bacterial growth within time or after prolonged storage time	Follow the "Sell By/Use By" dates	Discard product if after the "Sell By/Use By" date

**ITEM: HAM AND CHEESE SANDWICH (pre-packaged) (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
5. <i>Combining Sandwich Ingredients</i>	Contamination of utensils and cutting surface	Wash and sanitize utensils and cutting surfaces	Use properly washed utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Bacterial growth	Use pre-chilled ingredients at 45°F or below	Discard food if held above 45°F for 2 hours or longer, or if food is above 55°F
6. <i>Cold Holding and Service</i>	Bacterial Growth	Hold sandwich at 45°F or lower prior to service	Discard food if held above 45°F longer than 2 hours, or if above 55°F
	Contamination and spillage	Keep sandwich covered in clean disposable container	Cover tightly or discard food
	Bacterial growth in time or after prolonged storage time	Follow the "Use By" date	Discard food past the "Use By" date

# HACCP RECIPE EVALUATION FLOW CHART

ITEM: CHOCOLATE CAKE (Pre-portioned and wrapped)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Chocolate Cake</i>	Contamination and spoilage	If product is received pre-prepared and frozen, accept cake at 0°F or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
2. <i>Receiving Cake Mix (required only if product is made on premise)</i>	Contamination and spoilage	If product is prepared on-site, ensure that the packaging for the mix is intact and unbroken	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
3. <i>Receiving Eggs (required only if product is made on premise)</i>	Contamination and spoilage	Accept eggs at 45°F (7.2°C) or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No off odor or stickiness, etc.	Reject Delivery
		No cross contamination from other foods	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
4. <i>Receiving Dry Ingredients (required only if product is made on premise)</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
		No cross contamination from other foods	Reject Delivery

ITEM: CHOCOLATE CAKE (Pre-portioned and wrapped) (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
5. <i>Storage of Product</i>	Bacterial growth	If product is frozen and pre-prepared, maintain storage temperature of 0°F or lower; verify with thermostat	Decrease temperature in storage unit or discard product
		If product is prepared on-site, store dry ingredients in a dry, secured area prior to use	Relocate food product storage areas
		Store eggs at 45°F or lower; verify with thermostat	Decrease refrigeration temperature to below 45°F or discard product if held above 45°F for more than 2 hours, or if food is above 55°F
6. <i>Thawing of Frozen Cake</i>	Contamination and spoilage, bacterial growth	Thaw off frozen products in the refrigerator	Replace frozen cake in refrigerator if left to thaw at room temperature
7. <i>Combining Raw Ingredients</i>	Contamination by cooking utensils	Use washed and sanitized utensils	Wash, rinse, and sanitize all utensils before use.
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Bacterial growth	Keep food temperatures below 45°F	Refrigerate raw ingredients or discard food if held above 45°F for more than 2 hours, or if food is above 55°F

ITEM: CHOCOLATE CAKE (Pre-portioned and wrapped) (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
<i>8. Baking Cake</i>	Bacterial survival	Bake ingredients to a minimum internal temperature of 145°F	Continue baking until reaching 145°F; verify with thermometer
	Physical contamination during cooking	Keep covered	Cover
	Contamination by utensils or cooking equipment	Use washed and sanitized equipment and utensils	Wash, rinse, and sanitize all utensils and equipment before use
<i>9. Cooling for Storage</i>	Bacterial growth	Cool product rapidly from 140°F to 45°F in 4 hours or less	Place baked product in refrigerated unit at 45°F or lower
	Cross contamination	Place on top shelf of refrigerated unit	Move to top shelf
		Cover immediately after cooling	Cover
		Use clean and sanitized pans	Wash, rinse, and sanitize pans before storing with product
<i>10. Icing the Cake</i>	Contamination by utensils	Use washed and sanitized utensils	Wash, rinse and sanitize all utensils before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food

ITEM: CHOCOLATE CAKE (Pre-portioned and wrapped) (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
11. <i>Cold Holding and Service</i>	Contamination, bacterial growth	Hold cake at 45°F or lower in chilled holding unit	Refrigerate to below 45°F or discard product
		Keep covered	Cover
		Clean and sanitize serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment prior to use
	Bacterial growth in time or after prolonged storage time	Label with date and time	Label with date and time or discard
	Cross contamination	Cover immediately after plating	Cover
		Use washed and sanitized plates	Wash, rinse, and sanitize plates before transferring cake onto plate

# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: LONDON BROIL

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Beef</i>	Contamination and spoilage	Accept beef at 45°F (7.2°C) or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No off odor or stickiness, etc.	Reject Delivery
2. <i>Preparing Raw Beef</i>	Contamination from cooking utensils and equipment	Use washed and sanitized utensils and equipment	Wash, rinse, and sanitize all utensils before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Bacterial growth	Keep food temperatures below 45°F	Refrigerate product to below 45°F or, if product has remained above 45°F for more than 2 hours, discard
3. <i>Cooking the Beef</i>	Bacterial survival	Cook all ingredients to a minimum internal temperature of 150°F; verify final temperature with thermometer	Continue cooking to 150°F
	Physical contamination during cooking	Keep food covered	Cover food
	Contamination by herbs and spices	Add spices early in cooking procedure	Continue cooking at least 15 minutes after spices are added
	Contamination by utensils or equipment	Use washed and sanitized utensils and equipment	Wash, rinse, and sanitize all utensils before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food

ITEM: LONDON BROIL (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
4. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use washed and sanitary equipment to transfer and hold product	Wash, rinse, and sanitize equipment before transferring food product to it
		Hold beef product above 140°F (60°C) in preheated holding unit	Return to oven and reheat to 150°F, or discard if held below 140°F for 2 hours or more
		Keep food covered	Cover food
		Use washed and sanitize serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment
5. <i>Cooling for Storage</i>	Bacterial growth	Cool rapidly in ice water bath and/or uncovered, shallow pans (less than 4" deep)	Move to shallow, uncovered pans
		Cool rapidly from 140°F (60°C) to 45°F (7.2°C) in 4 hours or less	If temperature is not reached in less than 4 hours, discard
		Verify final temperature with a thermometer; record temperatures and times before product reaches 45°F (7.2°C) or less	If temperature is not reached in less than 4 hours, discard
	Cross contamination	Cover immediately after cooling	Cover food
		Use washed and sanitized pans	Wash, rinse, and sanitize pans before filling them with product
		Do not stack pans	Separate pans by shelves
	Bacterial growth in time or after prolonged storage time	Label with date and time	Label with date and time or discard



ITEM: LONDON BROIL (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
6. <i>Reheat for Service</i>	Survival of bacterial contaminants	Heat rapidly in oven to 165°F (73.9°C)	Reheat to 165°F within 2 hours
		Maintain temperature at 140°F (60°C) or above; verify with thermometer	Transfer to pre-heated hot holding unit to maintain 140°F or above
		Do not mix new product into old product	Discard product
		Do not reheat or serve leftovers more than once	Discard product if any remains after being reheated once

# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: CHICKEN TERIYAKI

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receive Chicken</i>	Contamination and Spoilage	Accept chicken at 45°F or below; verify with thermometer	Reject Delivery
		No off odor or stickiness	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
2. <i>Receiving Dry Ingredients</i>	Contamination and spoilage	Packaging intact and unbroken	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
		No cross contamination from other foods	Reject Delivery
3. <i>Cooking Chicken</i>	Bacterial survival	Cook all chicken to an internal temperature of 165°F	Continue cooking until chicken reaches 165°F; verify with thermometer
	Physical contamination during cooking	Keep product covered during cooking	Cover food
	Contamination by herbs/spices	Add spices early during kitchen	Cook 1/2 hour after spices are added
	Contamination of utensils	Wash and sanitize utensils and equipment	Use washed and sanitized utensils
	Contamination from cook's hand	Wash hands properly	Wash hands properly, use disposable gloves, or discard food

ITEM: CHICKEN TERIYAKI (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
4. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use washed and sanitary equipment to transfer and hold product	Wash, rinse, and sanitize equipment before transferring food product to it
		Hold chicken product above 140°F (60°C) in preheated holding unit	Return to oven and reheat to 165°F if held below 140°F for less than 2 hours, or discard if longer than 2 hours
		Keep food covered	Cover food
		Use washed and sanitized serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment
5. <i>Cooling for Storage</i>	Bacterial growth	Cool rapidly in ice water bath and/or shallow, uncovered pans (less than 4" deep)	Move to shallow, uncovered pans
		Cool rapidly from 140°F (60°C) to 45°F (7.2°C) in 4 hours or less	If temperature is not reached in less than 4 hours, discard
		Verify final temperature with a thermometer; record temperatures and times before product reaches 45°F (7.2°C) or less	If temperature is not reached in less than 4 hours, discard
	Cross contamination	Cover immediately after cooling	Cover food
		Use washed and sanitized pans	Wash, rinse, and sanitize pans before filling them with product
		Do not stack pans	Separate pans by shelves
	Bacterial growth in time or after prolonged storage time	Label with date and time	Label with date and time or discard

ITEM: CHICKEN TERIYAKI (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
6. <i>Reheat for Service</i>	Survival of bacterial contaminants	Heat rapidly in oven to 165°F (73.9°C)	Reheat to 165°F within 2 hours
7. <i>Hot Holding</i>	Bacterial growth	Maintain temperature at 140°F (60°C) or above; verify with thermometer	Transfer to pre-heated hot holding unit to maintain 140°F or above
		Do not mix new product into old product	Discard product
		Do not reheat or serve leftovers more than once	Discard product if any remains after being reheated once

# HACCP RECIPE EVALUATION FLOW CHART

ITEM: MIXED GREENS FOR SALAD BAR

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Lettuce Greens</i>	Contamination and spoilage	No off odor or stickiness	Reject Delivery
		No cross contamination from other foods during transport	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
2. <i>Preparing Lettuce Greens</i>	Contamination from cutting utensils or surfaces	Use washed and sanitized cutting utensils and surfaces	Wash, rinse, and sanitize all utensils and surfaces before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
3. <i>Cold Storage of Product</i>	Spoilage and contamination	Maintain storage temperature of cold products at 45°F or below	Adjust thermostat in storage unit to reach 45°F or discard food
	Bacterial growth in time or after a prolonged storage time	Label with date and time, observe "Use By" date	Label with date and time or discard if product is past the "Use By" date

# HACCP RECIPE EVALUATION FLOW CHART

ITEM: SLICED CUCUMBERS FOR SALAD BAR

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Cucumbers</i>	Contamination and spoilage	No cross contamination from other foods during transport	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
2. <i>Cold Storage</i>	Bacterial growth and survival	Maintain proper storage temperature of 45°F (7.2°C) or lower; verify with thermostat	Adjust thermostat to decrease temperature or inside storage unit or discard food
		Follow the "Sell-By/Use-By" date	Dispose of product if past the "Sell-By/Use-By" date
	Contamination and spoilage	Protect from contamination with sealed containers	Cover and relocate food or discard if contaminated
3. <i>Slicing Cucumbers</i>	Contamination by cutting utensils and surfaces	Use washed and sanitized cutting utensils and surfaces	Wash, rinse, and sanitize all utensils and cutting surfaces before use
	Contamination from cook's hands or mouth	Use proper hand washing procedures	Wash hands properly, use disposable gloves, or discard food
	Bacterial survival and growth	Keep food temperatures below 45°F	Refrigerate foods below 45°F or discard if held above 45°F for more than 2 hours, or if food is above 55°F

ITEM: SLICED CUCUMBERS FOR SALAD BAR (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
4. <i>Cold Holding and Service</i>	Contamination and bacterial growth	Use washed and sanitary equipment to transfer and hold the product	Wash, rinse, and sanitize equipment before transferring food product to it
		Hold sliced cucumbers at 45°F or below in chilled holding unit	Return to refrigerator to chill to 45°F or below
		Clean and sanitize serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment

# HACCP RECIPE EVALUATION FLOW CHART

ITEM: BOSTON CLAM CHOWDER

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Canned Soup</i>	Contamination and spoilage	If soup is to be made from pre-prepared canned product, ensure no swollen, dented, or leaking cans	Reject Delivery
2. <i>Receiving Milk Products (required only if product is made on premise)</i>	Contamination and spoilage	If soup product is made from scratch on-site, accept milk products at 45°F (7.2°C) or lower; verify with thermometer	Reject Delivery
		Packaging intact and unbroken	Reject Delivery
		No off odor to milk product	Reject Delivery
		No sign of insect or rodent activity	Reject Delivery
		Observe "Use By/Sell By" date	Dispose of product if passed the "Use By/Sell By" date
3. <i>Receiving Vegetables (required only if product is made on premise)</i>	Contamination and spoilage	Packaging intact and undamaged	Reject Delivery
		No cross contamination from other foods during transport	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
4. <i>Receiving Clams (required only if product is made on premise)</i>	Contamination and spoilage	Accept clams (seafood) at the 45°F (7.2°C); verify with thermometer	Reject Delivery
		Packaging intact and unbroken; shellfish tag present	Reject Delivery
		No off odor or stickiness	Reject Delivery



ITEM: BOSTON CLAM CHOWDER (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
5. <i>Preparing Raw Ingredients</i>	Contamination by cutting utensils and surfaces	Use washed and sanitized cutting utensils and surfaces	Wash, rinse, and sanitize all utensils and surfaces before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves or discard food
	Bacterial growth	Keep all food temperatures below 45°F	Refrigerate food product or discard if held above 45°F for more than 2 hours
6. <i>Cooking the Soup</i>	Bacterial survival	Cook all ingredients to a minimum internal temperature of 165°F	Continue cooking to 165°F
		Verify temperature with thermometer	Continue cooking to 165°F
	Physical contamination during cooking	Keep food covered, stir often	Cover food
	Contamination by herbs and spices	Add spices early in cooking procedure	Continue cooking for at least 1/2 hour after spices are added
	Contamination of cooking utensils and equipment	Use washed and sanitized cooking utensils and equipment	Wash, rinse, and sanitize all utensils before use
	Contamination from cook's hands or mouth	Use proper tasting procedures, wash hands properly	Wash hands properly, use disposable gloves, or discard food
7. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use washed and sanitized equipment to transfer and hold product	Wash, rinse, and sanitize equipment before transferring food product to it
		Hold soup above 140°F (60°C) in preheated holding unit, stir to maintain even temperature	If product is held below 140°F for 2 hours or less, reheat to 165°F; if held below 140°F for 2 hours or more, discard

**ITEM: BOSTON CLAM CHOWDER (cont)**

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
7. <i>Hot Holding and Service</i> (cont)		Keep food covered	Cover food
		Used washed and sanitized serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment
8. <i>Cooling for Storage</i>	Bacterial growth	Cool rapidly in ice water bath and/or uncovered, shallow pans (less than 4" deep)	Move to shallow, uncovered pans
		Cool rapidly from 140°F (60°C) to 45°F (7.2°C) in 4 hours or less	If temperature is not reached in less than 4 hours, discard
		Verify final temperature with thermometer; record temperatures and times before product reaches 45°F or less	If temperature is not reached in less than 4 hours, discard
	Cross contamination	Place on top shelf	Move to top shelf
		Cover immediately after cooling	Cover food
		Use washed and sanitized pots	Wash, rinse, and sanitize pots before filling them with product
		Do not stack pots	Separate pots by shelves
	Bacterial growth in time or after prolonged storage time	Label with date and time	Label with date and time or discard

ITEM: BOSTON CLAM CHOWDER (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
9. <i>Reheat for Service</i>	Survival of bacterial contaminants	Heat rapidly on stove top to 165°F	Reheat to 165°F within 2 hours
10. <i>Hot Holding</i>	Bacterial growth	Maintain temperature at 140°F (60°C) or above; verify with thermometer	Transfer to preheated hot holding unit to maintain 140°F or above
		Do not mix new product into old product	Discard product
		Do not reheat or serve leftovers more than once	Discard product if any remains after being reheated

# HACCP RECIPE EVALUATION FLOW CHART

## ITEM: VEGETABLE SOUP

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
1. <i>Receiving Canned Soup</i>	Contamination and spoilage	If soup is to be made from pre-prepared canned product, ensure no swollen, dented, or leaking pans	Reject Delivery
2. <i>Receiving Vegetables (required only if product is made on premise)</i>	Contamination and spoilage	Packaging intact and undamaged	Reject Delivery
		No cross contamination from other foods during transport	Reject Delivery
		No signs of insect or rodent activity	Reject Delivery
3. <i>Preparing Raw Ingredients (required only if product is made on premise)</i>	Physical contamination by cutting utensils and surfaces	Use washed and sanitized cutting utensils and surfaces	Wash, rinse, and sanitize all utensils and surfaces before use
	Contamination from cook's hands or mouth	Wash hands properly	Wash hands properly, use disposable gloves, or discard food
	Bacterial survival and growth	Keep all food temperatures below 45°F	Refrigerate food product or discard if held above 45°F for more than 2 hours or if food is above 55°F
4. <i>Cooking the Soup</i>	Bacterial survival	Cook all ingredients to a minimum internal temperature of 165°F	Continue cooking to 165°F
		Verify temperature with thermometer	Continue cooking to 165°F
	Physical contamination during cooking	Keep food covered, stir often	Cover food
	Contamination by herbs and spices	Add spices early in cooking procedure	Continue cooking for at least 1/2 hour after spices are added

ITEM: VEGETABLE SOUP (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
4. <i>Cooking the Soup</i> (cont)	Contamination of cooking utensils and equipment	Use washed and sanitized cooking utensils and equipment	Wash, rinse, and sanitize all utensils before use
	Contamination from cook's hands or mouth	Use proper tasting procedures, wash hands properly	Wash hands properly, use disposable gloves, or discard food
5. <i>Hot Holding and Service</i>	Contamination, bacterial growth	Use washed and sanitized equipment to transfer and hold product	Wash, rinse, and sanitize equipment before transferring food product to it
		Hold soup above 140°F (60°C) in preheated holding unit, stir to maintain even temperature	If product is held below 140°F for 2 hours or less, reheat to 165°F; if held below 140°F for 2 hours or more, discard
		Keep food covered	Cover food
		Use washed and sanitized serving equipment and utensils	Wash, rinse, and sanitize serving utensils and equipment
6. <i>Cooling for Storage</i>	Bacterial survival and growth	Cool rapidly in ice water bath and/or uncovered, shallow pans (less than 4" deep)	Move to shallow, uncovered pans
		Cool rapidly from 140°F (60°C) to 45°F (7.2°C) in 4 hours or less	If temperature is not reached in less than 4 hours, discard
		Verify final temperature with thermometer; record temperatures and times before product reaches 45°F or less	If temperature is not reached in less than 4 hours, discard

ITEM: VEGETABLE SOUP (cont)

CRITICAL CONTROL POINT	HAZARD	STANDARDS	CORRECTIVE ACTION TO BE TAKEN IF STANDARD NOT MET
6. <i>Cooling for Storage</i> (cont)	Cross contamination	Place on top shelf	Move to top shelf
		Cover food immediately after cooling	Cover food
		Use washed and sanitized pots	Wash, rinse, and sanitize pots before filling them with product
		Do not stack pots	Separate pots by shelves
	Bacterial growth in time or after prolonged storage time	Label with date and time	Label with date and time or discard
7. <i>Reheat for Service</i>	Survival of bacterial contaminants	Heat rapidly on stove top to 165°F	Reheat to 165°F within 2 hours
8. <i>Hot Holding</i>	Bacterial growth	Maintain temperature at 140°F (60°C) or above; verify with thermometer	Transfer to preheated hot holding unit to maintain 140°F or above
		Do not mix new product into old product	Discard product
		Do not reheat or serve leftovers more than once	Discard product if any remains after being reheated

## SERVICE CONTRACT ACT OF 1965, AS AMENDED (Jan 2006)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Service employee," as used in this clause, means any person engaged in the performance of this Agreement other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between the Seller or subcontractor and such persons.

b) Applicability. This Agreement is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this Agreement by the Seller or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this Agreement.

(2) (i) If a wage determination is attached to this Agreement, the Seller shall classify any class of service employee which is not listed therein and which is to be employed under the Agreement (i.e., the work to be performed is not performed by any classification listed in the wage determination) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Seller prior to the performance of subcontract work by the unlisted class of employee. The Seller shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Company no later than 30 days after the unlisted class of employee performs any subcontract work. The Company shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves) and all pertinent information to DOE for transmittal to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify DOE within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Company which shall promptly notify the Seller of the action taken. Each affected employee shall be furnished by the Seller with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of an Agreement modification, an exercise of an option, or extension of an existing Agreement, or in any other case where the Seller succeeds a subcontract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Agreement which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of subcontract work by the unlisted class of employees, the Seller shall advise the Company of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this Agreement shall in any event be paid less than the currently applicable minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph(c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which subcontract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced subcontract work shall be a violation of the Act and this Agreement.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced subcontract work.

(3) Adjustment of Compensation. If the term of this Agreement is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this Agreement shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Seller or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this Agreement, neither the Seller nor any subcontractor under this Agreement shall pay any person performing work under this Agreement (regardless of whether the person is a service employee) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Seller or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Subcontracts. If this Agreement succeeds a subcontract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Agreement setting forth such collectively bargained wage rates and fringe benefits, neither the Seller nor any subcontractor under this Agreement shall pay any service employee performing any of the subcontract work (regardless of whether or not such employee was employed under the predecessor subcontract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor subcontract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. Neither the Seller nor any subcontractor under this Agreement may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor subcontract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor subcontract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Agreement, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Seller and any subcontractor under this Agreement shall notify each service employee commencing work on this Agreement of the minimum monetary wage and any fringe benefits required to be paid pursuant to this Agreement, or shall post the wage determination attached to this Agreement. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of Section 2(a)(4) of the Act and of this Agreement. Publication 1313 is available at: <http://www.dol.gov/esa/regs/compliance/posters/sca.htm> or will be mailed on request.

(h) Safe and Sanitary Working Conditions. The Seller or subcontractor shall not permit any part of the services called for by this Agreement to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Seller or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Seller or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Seller and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act:

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this Agreement, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor subcontractor's employees which had been furnished to the Seller as prescribed by paragraph (n) of this clause.



(2) The Seller shall also make available a copy of this Agreement for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this Agreement, and in the case of failure to produce these records, the Company, upon direction of DOE or the Department of Labor and notification to the Seller, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Seller shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Seller shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.

(k) Withholding of Payments and Termination of Agreement. The Company shall withhold or cause to be withheld from this or any other Agreement with the Seller such sums as DOE or an appropriate official of the Department of Labor requests or such sums as the Company decides may be necessary to pay underpaid employees employed by the Seller or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Company may, after authorization or by direction of DOE or the Department of Labor and written notification to the Seller, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the subcontract work. In such event, the Company may enter into other subcontracts or arrangements for completion of the work, charging the Seller in default with any additional cost.

(l) Subcontracts. The Seller agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Seller or any subcontractor under this Agreement are provided for in a collective bargaining agreement which is or will be effective during any period in which this Agreement is being performed, the Seller shall report such fact to the Company, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the Agreement, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the Agreement, in case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of subcontract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than ten days prior to completion of any Agreement being performed at a Federal facility where service employees may be retained in the performance of the succeeding subcontract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with the Seller (predecessor) or successor (29 CFR 4.173), the Seller shall furnish the Company a certified list of the names, of all service employees on the Seller's or subcontractor's payroll during the last month of subcontract performance. Such list shall also contain anniversary dates of employment on the Agreement either with the current or predecessor subcontractors of each such service employee. The Company shall turn over such list to the successor at the commencement of the succeeding subcontract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Seller's Certification. (1) By entering into this Agreement, the Seller (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Seller's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under Section 5 of the Act.

(2) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract under Section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to Section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by Section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under Section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under Section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the subcontract work in any craft classification shall not be greater than the ratio permitted to the Seller as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by Section 2(a)(1) or Section 2(b)(1) of the Act, in accordance with Section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of Section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause, if any, of this Agreement. Disputes within the meaning of this clause include disputes between the Seller (or any of its subcontractors) and the Company, DOE, the U.S. Department of Labor, or the employees or their representatives.

**AUTHORITY**  
The policies, procedures, and criteria of the NRC Security Program, MRCMD 12, apply to performance of this contract, subcontract or other activity.

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS  <b>TBD</b>	A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)		2. TYPE OF SUBMISSION  <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)
	B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	
	<b>06/01/2011</b>	<b>05/31/2016</b>	

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY <input type="checkbox"/>	B. CONTRACT NUMBER <b>NRC-10-05-414</b>	DATE <b>05/31/2011</b>
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4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION  
**Food Services for TWFN Cafeteria and Kiosk Area**

5. PERFORMANCE WILL REQUIRE	A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
			SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
	<input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)					
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


B. IS FACILITY CLEARANCE REQUIRED?  YES  NO

C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.	G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.
D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.	H. <input checked="" type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.
E. <input type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.	I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS.
F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.	J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO MRCMD 12.

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.**

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE  Nancy Turner Boyd, Project Officer	SIGNATURE 	DATE  11/29/2010
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

**8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:**


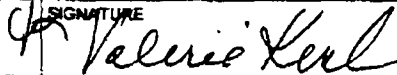
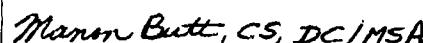
- AUTHORIZED CLASSIFIER (Name and Title)       DIVISION OF FACILITIES AND SECURITY

**9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)**

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)       DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)       CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

**10. APPROVALS**

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  David L. Meyer, Division of Administrative Services	SIGNATURE 	DATE  11/30/2010
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <del>Mary Jane Ross-hill</del> Robert Webber, Division of Facilities and Security	SIGNATURE 	DATE  4/21/11
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  Virginia Huth, Acting Director, Division of Contracts	SIGNATURE 	DATE  6/20/11

REMARKS  
  
5H. Includes ovens, grills and other cooking equipment, only.

WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 11  
Date Of Revision: 06/13/2011

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

**\*\*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	(see 1) 26.36
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 Surface Programs	(see 2) 25.19
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: \$3.59 per hour or \$143.60 per week or \$622.27 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, dyeing, 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.

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NUMBER \_\_\_\_\_ 5. SOLICITATION NUMBER \_\_\_\_\_ 6. SOLICITATION ISSUE DATE \_\_\_\_\_

7. FOR SOLICITATION INFORMATION CALL:  a. NAME \_\_\_\_\_ b. TELEPHONE NUMBER (No collect calls) \_\_\_\_\_ 8. OFFER DUE DATE/ LOCAL TIME \_\_\_\_\_

9. ISSUED BY \_\_\_\_\_ CODE \_\_\_\_\_ 10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: \_\_\_\_\_ % FOR  
 SMALL BUSINESS  
 SMALL DISAV. BUSINESS  
 8(A)  
 SIC: \_\_\_\_\_  
 SIZE STANDARD: \_\_\_\_\_ 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE 12. DISCOUNT TERMS \_\_\_\_\_  
 13a. THIS CONTRACT IS A RATED OTHER UNDER DPAS (15 CFR 700)  
 13b. RATING \_\_\_\_\_ 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO \_\_\_\_\_ CODE \_\_\_\_\_ 16. ADMINISTERED BY \_\_\_\_\_ CODE \_\_\_\_\_

17a. CONTRACTOR/OFFEROR \_\_\_\_\_ CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY \_\_\_\_\_ CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA \_\_\_\_\_ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \_\_\_\_\_

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED.  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER  DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) \_\_\_\_\_

30b. NAME AND TITLE OF SIGNER \_\_\_\_\_ 30c. DATE SIGNED \_\_\_\_\_ 31b. NAME OF CONTRACTING OFFICER \_\_\_\_\_ 31c. DATE SIGNED \_\_\_\_\_

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVE D  INSPECTE D  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED 33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_  
 PARTIA  FINAL

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 36. PAYMENT  COMPLET E  PARTIAL  FINAL 37. CHECK NUMBER \_\_\_\_\_

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print) \_\_\_\_\_

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (Location) \_\_\_\_\_

42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

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