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|---|--|---|---|-------------------------|---|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE OF PAGES 1 75 | |
| 2. CONTRACT NUMBER NRC-HQ-40-16-C-0013 | | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER ZEROREQ-ADM-16-0080 |
| 7. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001 | | | 8. ADDRESS OFFER TO (if other than Item 7) | | |

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals. See Section L, Provision No 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | | | |
|---------------------------|-----------------------|---------------------------------|--------------------|------|---|
| 10. FOR INFORMATION CALL: | A. NAME DANIEL APP | B. TELEPHONE (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS Daniel.App@nrc.gov |
| | | AREA CODE 301 | NUMBER 415-6985 | EXT. | |

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule

| | | | | |
|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No 52.232 B) | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|--|----------------------|----------------------|----------------------|-------------------|

| | | | | |
|---|--------------|------|--------------|------|
| 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated) | AMENDMENT NO | DATE | AMENDMENT NO | DATE |
| | | | | |

| | | | |
|--|-------------------|----------|--|
| 15A. NAME AND ADDRESS OF OFFEROR CORPORATE CHEFS INC 22 PARKRIDGE RD HAVERHILL MA 018356904 | CODE 186567640 | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|--|-------------------|----------|--|

| | | | |
|--|---|---------------|----------------|
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | 17. SIGNATURE | 18. OFFER DATE |
|--|---|---------------|----------------|

AWARD (To be completed by government)

| | | |
|---|---|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT \$0.00 | 21. ACCOUNTING AND APPROPRIATION See schedule |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c) | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM J |
| 24. ADMINISTERED BY (if other than Item 7) See Schedule G | 25. PAYMENT WILL BE MADE BY See Schedule G | CODE NRCPAYMENTS |
| 26. NAME OF CONTRACTING OFFICER (Type or print) DANIEL APP | 27. UNITED STATES OF AMERICA <i>Daniel App</i> (Signature of Contracting Officer) | 28. AWARD DATE 09/09/2016 |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION. Previous edition is unusable.

STANDARD FORM 33 (Rev. 9-97) Prescribed by GSA - FAR (48 CFR) 53.214(c)

TEMPLATE - ADMIN001

SUNSI REVIEW COMPLETE

SEP 16 2016

ADM002

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NRC-HQ-40-16-C-0013

PAGE 2 OF 75

NAME OF OFFEROR OR CONTRACTOR
CORPORATE CHEFS INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission Headquarters Complex with Cafeteria and Coffee Kiosk Services. Period of Performance: 10/01/2016 to 09/30/2019 | | | | |

SECTION B - Supplies or Services/Prices

B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Cafeteria and Coffee Kiosk Services for NRC Headquarters.

SECTION C – Statement of Work

See Attachment 1 in Section J.

SECTION D - Packaging and Marking

D.1 NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number **NRC-HQ-40-16-C-0013**.

D.2 NRCD010 PACKAGING AND MARKING

(a) 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 Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: None.

SECTION E - Inspection and Acceptance

NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables: See Section J Attachment 1

SECTION F - Deliveries or Performance

F.1 NRCF030C PERIOD OF PERFORMANCE ALTERNATE III

This contract shall commence on 10/01/2016 and will expire on 09/30/2019. The term of this contract may be extended at the option of the Government for an additional two option years, from 10/01/2019 to 09/30/2021.

Base Period: 10/01/2016 – 09/30/2019
Option Period 1: 10/01/2019 – 09/30/2020
Option Period 2: 10/01/2020 – 09/30/2021

SECTION G - Contract Administration Data**G.1 NRC REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

SECTION H - Special Contract Requirements**H.1 2052.204-70 SECURITY. (OCT 1999)**

(a) Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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 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 upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) 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, proprietary data (trade secrets) 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 agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information 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. As used in this clause, the term Restricted Data 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 under to Section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) Security clearance personnel. 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.

(i) Criminal liabilities. 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.)

(j) 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.

(k) In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of

employment of any contractor personnel. Contractor personnel shall have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

H.3 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT. (OCT 1999)

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There [] are [x] are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

H.4 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the

audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity.

NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing

by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.5 2009.570 NRC ORGANIZATIONAL CONFLICTS OF INTEREST.

2009.570-1 SCOPE OF POLICY.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

2009.570-2 DEFINITIONS.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in 2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that:

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

2009.570-3 CRITERIA FOR RECOGNIZING CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST.

- (a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in 2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive

procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with 2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and 2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with 2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request for Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

H.6 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

Onsite Food Service 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.7 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

(a) The contracting officer's authorized representative, hereinafter referred to as the Contracting Officer's Representative (COR), for this contract is:

Name: Nancy Turner Boyd
Address: 11555 Rockville Pike, Rockville, MD 20852
Telephone Number: 301-415-6645 Email: NancyTurner.Boyd@nrc.gov

Alternate contracting officer's representative is:

Name: JoAnne Thweatt
Address: 11555 Rockville Pike, Rockville, MD 20852
Telephone Number: 301-415-0187 Email: JoAnne.ThweattAdm@nrc.gov

(b) The COR 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.

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

H.8 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION. (JAN 1993)

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. The contractor shall comply with all applicable health, safety, and fire

protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting officer 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 work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

H.9 NRCH440 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

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 Contracting Officer's Representative (COR) 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 Contracting Officer's Representative (COR). 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.10 NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)

All contractor employees, subcontractor employees, applicants, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (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 NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this

clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative 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, positive 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.11 NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)

Prior to occupying any Government provided space at NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, Office of Administration. 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.12 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.13 NRCH390 NRC INFORMATION TECHNOLOGY SECURITY

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 annual, "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 of this modification.

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.14 NRCH370 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 Contracting Officer's Representative (COR) 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 Contracting Officer's Representative (COR) 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.15 NRCH340 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 Form I-551 (Green Card), 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, <http://www.uscis.gov/portal/site/uscis>.

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.16 NRCH320 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL

(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, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

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

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing 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 Contracting Officer's Representative's (COR) 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.17 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near 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 when an option is exercised. 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 Contracting Officer's Representative's (COR) 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 and submit comments, rebutting statements, or additional information.

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 "Source Selection Information", 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 and 42.1503. 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.18 NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

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

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 and coffee kiosk.

(b) The equipment/property listed below is hereby transferred from contract/agreement number NRC-HQ-11-C-10-0053, to contract/agreement number NRC-HQ-40-16-C-0013:

See attachment B and C

(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, Office of Administration.

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

H.19 NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

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 employees, subcontractor employees, 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 (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (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 (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) 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 (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) 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 fourteen (14) calendar days of notification by DFS/PSB 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 access authorization 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 DFS/PSB. 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 DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

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 Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB 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 Standard Form 85 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 DFS/PSB 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 COR 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 COR will immediately notify DFS/PSB (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 COR for return to DFS/PSB (Facilities Security Branch) within three (3) days after their termination.

H.20 NRCH010 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT

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 attached to the contract.

SECTION I - Contract Clauses

I.1 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 3 days of expiration.

I.2 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 30 days of expiration of the then-current contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 5 years.

I.3 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): www.acquisition.gov/far

52.202-1 DEFINITIONS. (NOV 2013)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT. (MAY 2006)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2014)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

52.222-26 EQUAL OPPORTUNITY. (APR 2015)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR

STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 2014)
52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)
52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)
52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)
52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
52.224-2 PRIVACY ACT. (APR 1984)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (OCT 2015)
52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (MAY 2014)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
52.233-1 DISPUTES. (MAY 2014)
52.233-3 PROTEST AFTER AWARD. (AUG 1996)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
52.237-3 CONTINUITY OF SERVICES (JAN 1991)
52.242-15 STOP-WORK ORDER. (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)
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)

SECTION J - List of Documents, Exhibits and Other Attachments

J1. Attachment 1: Statement of Work

- A. NuReg Café and Convenience Store – types of articles sold and services offered (see at the end of the document)
- B. Floor Plan of the kitchen and server (see at the end of the document)
- C. List of the major food-service equipment provided by the NRC (see at the end of the document)
- D. U.S. NRC Occupant Emergency Plan – **to be provided on-site by the COR after award**

J2. Attachment 2: NRC Form 187, Contract Security and/or Classification Requirements (see at the end of the document)

J3. Attachment 3: Current Service Contract Act Wage Determination (see at the end of the document)

J.1 Attachment 1: Statement of Work**Statement of Work Contents**

- C.1. Title
- C.2. Background
- C.3. Objective
- C.4. Scope of Work
- C.5. Historical Data
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STATEMENT OF WORK

C.1. Title: Cafeteria and Coffee Kiosk Services for NRC Headquarters

C.2. Background

The United States Nuclear Regulatory Commission (NRC) was created as an independent agency by Congress in 1974 to ensure the safe use of radioactive materials for beneficial civilian purposes while protecting people and the environment. The NRC regulates commercial nuclear power plants and other uses of nuclear materials, such as in nuclear medicine, through licensing, inspection and enforcement of its requirements. NRC headquarters is located in Rockville, Maryland. See www.nrc.gov.

NRC requires services of a qualified food service contractor to provide cafeteria services and coffee/food kiosk services in the Two White Flint North (TWFN) building at the NRC headquarters complex. In addition, to operate a coffee stand (coffee kiosk) adjacent to that cafeteria and provide as-needed on-site catering services for NRC headquarters. The location for TWFN is 11545 Rockville Pike, Rockville, Maryland 20852.

Currently, offerings at NRC's TWFN cafeteria include breakfast and lunch options. These options include: self-service fruit, cereal and yogurt bar which changes to a salad bar at lunchtime; self-service donut, pastry and bagel station, which changes to premade deli sandwiches, self-service hot cereal for breakfast and soup at lunch, grill items that are made-to-order, grab-and-go items, hot entrée selections that are served by the current contractor, and hot and cold beverages.

Other food service onsite currently include a small (approximately 46-seat) café (NuReg Café), which operates in the adjacent One White Flint North (OWFN) building. The NuReg Café is operated by the Maryland Business Enterprise for the Blind, Division of Rehabilitation Services, Maryland State Department of Education (designated State Licensing Agency (hereinafter referred to as "SLA") by permit to an operator of their choosing. The types of articles currently sold and services this store offers are shown in Attachment A. The NuReg Café is not part of the requirements of this contract.

A Convenience Store is also located in the TWFN building, and also operated by the SLA. The store is located on the Plaza level and occupies approximately 750 square feet. The types of articles currently sold and services this store offers are shown in Attachment A. The Convenience store is not part of the requirements of this contract.

Smoking is not permitted in any NRC facility.

C.3. Objective

The objective of this contract is to acquire comprehensive food, beverage and catering services from a qualified food service Contractor to operate the TWFN Cafeteria and Coffee Kiosk at no cost to the Government, as well as on-site catering services on an as-needed basis.

The NRC will provide the Contractor with the necessary space, per the floor plan in Attachment B, and food service equipment or furnishings hereafter listed in Attachment C, and water and utilities necessary to operate the TWFN Cafeteria and Coffee Kiosk.

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 needed to perform the requirements of this contract.

C.4. Scope of Work

On all days that the NRC in Rockville, Maryland is open, the Contractor shall operate the TWFN Cafeteria and Coffee Kiosk, and shall provide onsite catering services. Catering will be required on an as-needed, previously arranged basis.

The Contractor shall provide a wide variety of food and beverages, excluding alcoholic beverages. The Contractor shall comply with the *2015-2020 Dietary Guidelines for Americans* and all subsequent revisions, as well as the D.C. Department of Health Guidelines.

Prior to the start date of service under the contract, the Contractor shall provide to the Contracting Officer Representative (COR) a complete price/portion/nutritional value book for the items being offered by the Contractor under this contract.

C.5. Historical Data

TWFN cafeteria sales over the past three years under the current contract have averaged approximately \$908,000.

C.6. Possible Patron Profile

The patrons that may purchase items offered by the Contractor may consist of NRC staff, on-site contractors, and visitors. The total onsite staff population is approximately 3,200, split between three adjacent NRC buildings within the NRC complex. The average daily staff population on-site is estimated to be 2,500 which accounts for staff away on official business travel or leave. NRC employees work various schedules, i.e., regular schedule, Compressed Work Schedule, NewFlex, Credit Hour, or telecommute.

The following estimated daily patron counts for the TWFN cafeteria and coffee kiosk are based on September and October 2015 daily counts.

Breakfast = 365 patrons*

Coffee = 171 patrons*

Lunch = 477 patrons*

*These are estimates only. The Government does not warrant the accuracy of these estimates for future months.

TWFN also houses a daycare center for approximately 90 children, plus staff. Approximately 150 contractor personnel are also typically onsite daily. This is in addition to the NRC employee populations cited above. The information in this patron profile may change at any time, and the Government is not responsible for any variation from this employee and other building occupants profile.

The NRC guarantees no minimum number of patrons for any given type of service required by the contract.

People working at the NRC generally have varying lunch periods and they may use the cafeteria seated area at any time during the cafeteria's operating hours. The Contractor shall permit cafeteria patrons to carry out food purchased from the Contractor and to bring outside food, lunches, etc., from home or other sources to be consumed in the cafeteria seating area.

The Contractor shall provide disposable utensils and serving plates/dishes for all patrons, including carry out containers for all patrons that desire to use them.

The Contractor shall perform the requirements of the contract 5 days per week (Monday through Friday, 52 weeks, per year, except for federal holidays, days when the NRC in Rockville is closed by executive order, days of severe weather, or on other rare occasions.

The Contractor shall offer breakfast, lunch and morning (continental) and afternoon (kiosk) break periods per section C.7.3. Minimum Hours of Operation, Monday through Friday.

C.7. Cafeteria Facility

C.7.1. 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 areas are show below:

| | |
|---------------------------------|--------------------------|
| Dining Room (approx. 300 seats) | 4,500 square feet |
| Kitchen | 900 square feet |
| Servery and Dish room | <u>2,660 square feet</u> |
| Subtotal = | 8,060 square feet |
| | |
| Coffee Kiosk | <u>240 square feet</u> |
| Total = | 8,300 square feet |

C.7.2. Servery and Menu Profile

The servery is a scatter-style servery and includes several stations with multiple menu choices. 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.

C.7.2.1. Servery Station

The Contractor shall provide services at the following servery stations:

- Grill Station
- Specialty Station
- Pizza Station
- Hot Entree 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 4:00 p.m.

The NRC requires the following self-service, non-staffed servery stations:

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

In addition, the Contractor shall provide services at the coffee kiosk counter, located directly outside the entrance to the servery, and shall offer espresso, coffee, prepackaged snacks and salads, and packaged baked goods.

C.7.2.2. Menu Profile

The Contractor shall, at a minimum, offer the following menu profile for the TWFN Cafeteria:

| BREAKFAST COLD FOODS | CONTINENTAL COLD FOODS | LUNCH COLD FOODS |
|--|---|---|
| Assorted muffins, bagels, Danish station and other pastries, cold cereal, cottage cheese, yogurt, fresh fruit, boiled eggs | Assorted muffins, bagels, Danish station and other pastries, cold cereal, cottage cheese, yogurt, fresh fruit | Self-serve sandwich deli, self-serve salad bar with a variety of fresh salad ingredients; fresh fruits, cottage cheese, yogurt, assorted cakes, pies, cookies, puddings, frozen yogurt, ice cream |
| BREAKFAST HOT FOODS | CONTINENTAL HOT FOODS | LUNCH HOT FOODS |
| Hot cereal, made-to-order eggs and egg sandwiches, omelets, bacon, ham, sausage, French toast, pancakes, hash browns | None | Two entrees (including one specialty entrée) special grilled sandwich (1), potato/starch (1), vegetables (2), soups (2), sauces and gravies, pizza |
| BEVERAGES | BEVERAGES | BEVERAGES |
| Coffee, decaf coffee, tea, iced tea, juice drinks, soft drinks. | Coffee, decaf coffee, tea, iced tea, juice drinks, soft drinks. | Coffee, decaf coffee, tea, iced tea, juice drinks, soft drinks. |

| | | |
|--------------------------------------|--------------------------------------|--------------------------------------|
| milk (skim, 2%, whole), fresh juices | milk (skim, 2%, whole), fresh juices | milk (skim, 2%, whole), fresh juices |
|--------------------------------------|--------------------------------------|--------------------------------------|

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

C.7.3. Minimum Hours of Operation

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

| LOCATION OF FACILITY | SERVICES | APPROXIMATE NUMBER OF SEATS | MINIMUM HOURS OF OPERATION |
|----------------------|-------------------|-----------------------------|----------------------------|
| TWFN Cafeteria | Breakfast | 300 | 6:30 AM – 10:30 AM |
| | Continental | 300 | 10:30 AM – 11:00 AM |
| | Lunch | 300 | 11:00 AM – 2:00 PM |
| Coffee Kiosk | Coffee and Snacks | N/A | 7:00 AM – 4:00 PM |
| NRC HQ | Onsite Catering | N/A | As scheduled |

These minimum hours are subject to change at the mutual agreement of the parties. The service schedule may be modified periodically to provide service for special functions as required by the NRC occupants. The Contractor may, however, operate the TWFN cafeteria during hours in excess of the minimum hours specified, with the approval of the COR.

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 may substitute a satisfactory item similar to that which was on the original menu.

C.7.4. Applicable Standards and Constraints

The Contractor shall comply with the following standards in satisfying requirements of the contract:

- Provide a revised Hazard Analysis and Critical Control Point (HACCP) Plan, which complies with U.S. Food and Drug Administration (FDA) criteria, based on any feedback on the proposed HACCP Plan that the Contractor receives from NRC after award. The Contractor shall provide this revised HACCP Plan to the COR for their review and approval no later than to the first day of operation of the cafeteria.
- The Contractor shall endeavor to minimize leftover foods. The Contractor shall endeavor to reuse/resell all leftover food as quickly as possible in the TWFN cafeteria so the product quality does not deteriorate and to minimize spoilage or loss. The leftover food policy must comply with the COR-approved final HACCP Plan. It is the express desire of NRC that the Contractor be, to the maximum extent possible, socially conscious in regard to the disposition and/or distribution of leftover foodstuff that cannot be quickly sold to NRC patrons to non-profit, charitable organizations.
- FDA Menu Calorie Labeling Rules

The FDA established two rules requiring that calorie information be listed on menus and menu boards in retail food establishments to provide consumers with more nutritional information about the foods they eat outside of the home. The rules are required by the

2010 Patient Protection and Affordable Care Act. To obtain additional information the full rules are available in the Federal Register:

<https://www.federalregister.gov/articles/2014/12/01/2014-27833/food-labeling-nutrition-labeling-of-standard-menu-items-in-restaurants-and-similar-retail-food>.

1. The Contractor shall clearly and conspicuously display calorie information for standard items on menus and menu boards, next to the name or price of the item. Seasonal menu items offered for sale as temporary menu items, daily specials and condiments for general use typically available on a counter or table are exempt from the labeling requirements.

2. To help NRC patrons understand the significance of the calorie information in the context of a total daily diet, under the rule, Contractor menus and menu boards shall include the statement: ***"2,000 calories a day is used for general nutrition advice, but calorie needs vary."***

- Food Selection Standards in Concessions

Fruits

i. All canned or frozen fruit offered by the Contractor must be packaged in 100 percent water or unsweetened juice, with no added sweeteners.

ii. The Contractor shall offer a variety of at least three whole or sliced fruits daily.

iii. The Contractor shall offer a variety of seasonally available fruits.

Vegetables

The Contractor shall procure, handle and prepare all raw vegetables in such a fashion as to limit the potential for the transmission of food borne illness. Raw vegetables should only be procured from sources where approved methods and fertilizers are used in the production/growth of these items.

i. The Contractor shall offer daily, at least one raw, salad-type vegetable and at least one steamed, baked, or grilled vegetable seasoned, without fat or oil.

ii. All vegetable offerings offered by the Contractor must contain ≤ 230 mg sodium, as served.

iii. Mixed dishes containing vegetables offered by the Contractor must contain ≤ 480 mg sodium, as served.

iv. The Contractor shall offer a variety of seasonally available vegetables.

v. The Contractor shall offer at least one prepared vegetable option with ≤ 140 mg sodium as served.

Cereals and Grains

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

Dairy/yogurt/cheese/fluid milk

- i. If milk is offered by the Contractor as a beverage, only offer 2%, 1%, and fat-free fluid milk.
- ii. If cottage cheese items are offered by the Contractor, only offer low fat (2% or less) or fat-free items.
- iii. If yogurt is offered by the Contractor, only offer 2%, 1%, or fat-free yogurt and only yogurt with no added caloric sweeteners or yogurts labeled as reduced or less sugar according to FDA labeling standards.
- iv. Processed cheeses offered by the Contractor must contain ≤ 230 mg sodium per serving.

Protein Foods

- i. When protein entrees are offered by the Contractor, offer lean meat, poultry, fish, or low-fat vegetarian entrée choices.
- ii. At least twice per week, offer an entrée with a vegetarian protein source.
- iii. Canned or frozen tuna, seafood, and salmon offered by the Contractor must contain < 290 mg sodium per serving, and canned meat < 480 mg sodium per serving.
- iv. A vegetarian entrée must be offered by the contractor every day.

Beverages

- i. At least 50% of available beverage choices (other than 100% juice and unsweetened milk) offered by the Contractor must contain ≤ 40 kcalories/serving.
- ii. If juice is offered by the Contractor, only offer 100% juice with no added caloric sweeteners.

- iii. Vegetable juices offered by the Contractor must contain ≤ 230 mg sodium per serving.
- iv. Drinking water, preferably chilled tap, and ice must be offered by the Contractor at no charge at all meal service events. The contractor may charge patrons for cups that they use for water and ice.
- v. For beverages with more than 40 calories/ serving, the Contractor shall only offer servings of 12 oz. or less (excluding unsweetened milk and 100% juice).
- vi. At least 75% of beverage choices (other than 100% juice and unsweetened milk) offered by the Contractor must contain ≤ 40 calories/serving.
- vii. The Contractor shall offer as a choice a non-dairy, calcium-fortified beverage (such as soy or almond beverage); these beverages must not provide more sugars than milk (thus be 12 g sugar/8 oz serving or less), provide about the same amount of protein (at least 6 g/8 oz), calcium (250 mg/8 oz), and provide less than 5 g total fat (equivalent to 2% milk).
- viii. The Contractor shall offer at least one low sodium vegetable juice (≤ 140 mg sodium per serving).

Other Considerations

- i. Deep-fried options offered by the Contractor must not be marketed or promoted as the special or feature of the day.
- ii. The Contractor shall limit deep-fried entrée options to no more than one choice per day.
- iii. The Contractor shall offer half- or reduced-size choices for some meals, when feasible.
- iv. Where value meal combinations are offered by the Contractor, always offer fruit or a non-fried vegetable as the optional side dish, instead of chips or cookie.
- v. The Contractor shall make healthier options more appealing to the consumer by offering them at a reduced price as compared to less healthy alternatives.
- vi. The Contractor shall offer desserts that use less or no added sugars. For example, offer desserts prepared with fruits, vegetables, nuts, seeds, apple sauces, and yogurts without added sugars.

It is the goal of this contract that at least 40 percent of the menu structure served at each meal period meets the above dietary restrictions.

- Sustainability Program and Practices

- i. Background

The federal government recognizes the importance of promoting sustainable systems that

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

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

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

5. Food Security at the Place of Performance for This Contract:

All food procured by the Contractor for preparation and service at the NRC shall come from established, documented, certified and reliable sources. The operator of the site should be able to attest to the origination, source and provider of all food products prepared or served at the site. The Contractor shall be able to validate all source(s) that have had possession of the food from production to point of service at the NRC.

ii. Sustainability Standards

I. General Operations

- i. Participate in waste reduction, recycling and composting programs, as available.
- ii. Promote and incentivize the use of reusable beverage containers.
- iii. Promote use of tap water over bottled water.
- iv. Use green cleaning practices. The Contractor shall use and employ established sanitization chemicals and practices to ensure proper surface, dish, utensil, etc., sanitation of a continual basis.
- v. Use integrated pest management practices and green pest control alternatives to the maximum extent feasible.
- vi. Provide materials for single-service items (e.g., trays, flatware, plates, and bowls) that are compostable and made from bio-based products.

2. General Food

- i. Offer 25 percent of the product line to be organically, locally, or documented sustainably grown (e.g., integrated pest management, pesticide free, and other labeling programs).
- ii. Offer seasonal varieties of fruits and vegetables.
- iii. Offer 35% of the product line to be organically or locally or documented sustainably grown (e.g., integrated pest management, pesticide free, other labeling programs).

3. Sustainability Labeling

- i. Label Organic, local, or documented sustainably grown food items available in food service at the point of choice.
- ii. Educate about the value of agricultural best practices that are ecologically sound, economically viable, and socially responsible in Agency concessions services with signage, informational programs, or other means of communicating the benefits of the items that are labeled organic, local, and/or sustainable.

- iii. For locally grown foods, include information that identifies the farms and sustainable practices used. The Contractor shall procure any locally-sourced food products from reliable producers that use approved production techniques. The Contractor shall take steps to limit and control the sources from which locally grown products can be procured for service under this contract.

4. Animal Products

- i. Offer fish/seafood that has been responsibly harvested.
- ii. Offer Certified Organic or documented sustainably or locally produced milk and milk products.
- iii. Offer Certified Organic or documented sustainably or locally produced eggs and meat (e.g., grass fed, free-range, pasture-raised, grass finished, humanely raised and handled).

5. Beverages

Standard Criteria:

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

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

C.7.5. Menu Displays

During each serving period, the Contractor shall ensure that menus with prices listed for every item to be offered for sale (all static and changing items) are prominently posted near the entrance to the cafeteria, and/or an alternate location within the cafeteria as approved by the COR. The Contractor shall provide menu items (and their prices) that change daily to the COR at least one week before their use, for distribution to the NRC patrons. The COR 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 COR their review and approval prior to Contractor use of them.

C.7.6. Service Style

Patrons typically may be expected to 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. The Contractor

shall serve all food items in disposable containers which are recyclable and/or made from recyclable products. Patrons will tender payment at the cashiers' stations. The Contractor shall provide condiments and individually or dispensed flatware near the cashiers stations.

The Contractor shall encourage patrons to remove trays, containers and utensils from tables and place them in the trash/recycle stations located in the dining area. The Contractor shall, however, provide busing service during service hours to remove any remaining soiled trays, containers and utensils and ensure that tables and chairs are kept clean throughout the breakfast and lunch service periods. The Contractor is responsible for maintaining and emptying trash from trash collection points during and after service hours.

C.7.7. Acceptable Methods of Payment

The Contractor shall accept cash, debit card, or credit card methods of payment to NRC patrons, with no minimum charge for credit card transactions. The Contractor shall provide the necessary equipment and telecommunications services (telecommunication lines will be provided by NRC) to enable patrons to pay by debit card or credit card.

C.8. Onsite Catering Services

C.8.1. Description of Catering Services

The Contractor shall provide catering services for onsite events (retirement receptions, Holiday parties, other special events sponsored by NRC, etc.) and will vary in frequency and types of foods, ranging from simple coffee and pastry setups, to full-service served meals and receptions. NRC patrons may utilize the catering services of the Contractor for these needs but may also obtain catering services from other sources.

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 COR receives a copy of the signed written agreement, prior to the catering services being provided.

C.8.2. 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.

C.8.3. Method of Payment for Catering Services

The Contractor shall accept payment for catering services in the form of cash, personal check, money order, debit card, or credit card.

C.9. Coffee Service

This contract does not guarantee the Contractor exclusive rights to provide coffee service throughout the 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.

C.10. 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.

C.11. Responsibilities of the Contractor

C.11.1. Purchase Specifications

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:

- Meat
 - Beef U.S. Department of Agriculture (USDA) Choice
 - Pork USDA Number 1
 - Veal USDA Select and Choice
 - Lamb USDA Choice
 - Poultry USDA Grade "A" for all graded fresh or frozen poultry and poultry products as a minimum specification
- Seafood
 - Offer fish/seafood that has been responsibly harvested. <http://www.fishwatch.gov>
- Dairy
 - Eggs Fresh USDA or State Grade "A"
 - Butter USDA Grade "A" (92) Score
 - Cheese USDA Grade "A" for all graded cheeses
 - Milk and milk products USDA Grade "A" Fresh
 - Soy products FDA guidelines state that 25 grams per day of soy protein may reduce the risk of heart disease
- Produce USDA Grade "A"
- Dry Stores Grade "A" Fancy
- Canned goods Grade "A" Fancy

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

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

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

The above are the minimum specifications for sanitation and quality.

C.12. Portions/Pricing

The Contractor shall 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.

The NRC expects that menu items be priced at less than regional pricing of similar commercial facilities due to the Government providing a fully furnished facility without charging rent or utilities.

C.12.1. Price Increases

The Contractor may submit price increase requests for individual minimum menu items as necessary. To request a price increase, the Contractor shall submit appropriately detailed market research information that substantiates the request. The CO will consider requests and respond to the Contractor within 30 days of receipt of such request from the Contractor with a decision to grant or deny the request.

If the CO 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.

C.13. Requirements for Onsite Contractor Personnel

All Contractor personnel who work at the site must have basic food handlers training certification as provided through the National Restaurant Association ServSafe or equivalent program. The Contractor shall ensure that all Contractor personnel receive ongoing in-service training related to proper hand washing, surface and other sanitation requirements and practices, and maintaining proper hot and cold food temperatures. The Contractor shall document this ongoing training of staff regarding these three critical food safety areas with records kept onsite at NRC.

Contractor personnel shall wear an appropriate uniform when performing their work assignments at the NRC facility. The term appropriate uniform includes apparel, visible badges, hats, hairnets, gloves, etc. All Contractor personnel must wash their hands on a frequent basis when working at the NRC. This includes the requirement to wash hands between all glove changes, following the touching or contact with non-sanitized surfaces or equipment, when changing work activities and when leaving the restrooms. All contractor personnel must wear hair covering at all times when working at the NRC.

The Contractor must abide by the requirements of the Service Contract Act Wage Determination in the contract to compensate non-managerial personnel.

C.13.1. Onsite Food Service Manager

The Contractor shall provide at least one onsite (at NRC) full-time manager who shall be certified as a Food Service Manager under the National Restaurant Association ServSafe program. The food service manager is responsible for all onsite performance requirements of the contract and be 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 TWFN cafeteria.

The food service manager (or qualified back-up individual) shall be present at NRC during all operating hours of the TWFN cafeteria.

The Contractor shall maintain at least one qualified backup person that could act on behalf of the food service manager during their absence from NRC for more than two hours. This individual shall be a certified food handler in accordance with ServSafe or a similar institution, and be 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 TWFN cafeteria.

C.14. Space on Premises Assigned to Contractor

NRC will provide facilities 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 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 Contractor shall return the assigned food service space and facilities 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 and notify the CO of any maintenance problems beyond the scope of the Contractor's negotiated responsibility.

The Contractor may only use physical facilities and equipment made available to the Contractor under this contract to meet the requirements of the contract. The NRC reserves the right to use dining areas and other public spaces at other than serving periods for meetings of NRC employees or other assemblies. After each use the space will be cleaned and rearranged by the NRC without expense to the Contractor.

The NRC will provide one parking permit to the Contractor for its use in the NRC's OWFN/TWFN parking facility as the Contractor deems appropriate to meet the requirements of the contract.

C.15. Maintenance

The Contractor shall notify the COR of any problems with the GFP provided for this contract which requires repair and/or maintenance, in accordance with the following:

C.15.1. Service Calls

The Contractor shall inform the COR when NRC's GFP requires repair and/or maintenance via a service call to the COR. The Contractor shall identify the type of service call being reported at the time it is placed. Service calls shall be classified either as "Emergency" (including total building emergency), "Urgent," or "Routine" as detailed below for the purposes of this contract.

A. Emergency Service Calls:

An emergency service call is a service call in which the work consists of correcting failures which in the judgment of the CO, COR, or Alternate COR, constitute an immediate danger to personnel or property. Examples could include but are not 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.

If the Contractor deems an emergency service call to be appropriate, the Contractor shall immediately notify, via telephone, the COR (or, if they don't answer the call, the Alternate COR) for this contract. If the Contractor reaches neither the COR nor the Alternate COR when they contact them by phone, the Contractor shall leave one of them a voice mail message. Normally, the response time by the COR, to an emergency service call will be within fifteen minutes of when the COR receives the phone call or, if they do not answer when the Contractor calls, within fifteen minutes of when the COR retrieves a voice mail left by the Contractor during regular operating hours and within one hour following notification during other than regular cafeteria operating hours, including weekends and holidays. However, if there is no response within these time periods, the Contractor shall immediately follow up these telephone calls with an email to the COR and to the Alternate COR and continue to follow up with them, as necessary, until the problem is resolved.

B. Urgent Service Calls:

An urgent call, for the purposes of this contract, is a call generated during regular cafeteria operating hours that interrupt or otherwise adversely impact operation of the cafeteria. Examples of urgent calls may include, but are not limited to, inoperative electrical circuits, and inoperative lighting.

If the Contractor deems an urgent service call to be appropriate, the Contractor shall immediately notify, via telephone, the facilities management Contractor and the COR (or, if they don't answer the call, the Alternate COR) for this contract. If there is no response, the Contractor shall immediately follow up these telephone calls with an email to the COR and to the Alternate COR and continue to follow up with them, as necessary, until the problem is resolved. Normally, the response time, by the facilities management Contractor and the COR, for an urgent service call will be within fifteen minutes during regular operating hours and within one hour following notification during other than regular operating hours, including weekends and holidays. The Contractor may expect that the problem will be corrected immediately unless efforts to complete the correction of the problem are between the hours of 4:00 p.m. and 6:00 a.m. If the urgent service call is made outside of that time period, then the Contractor may expect a response after 6:00 a.m. on the next workday.

C. Routine Service Calls:

A routine call is a service call that generated during regular operating hours for the cafeteria that does not constitute an emergency service call or an urgent service call. If the Contractor deems a routine service call to be appropriate, the Contractor shall notify, via telephone, the COR (or, if they don't answer the call, the Alternate COR). If there is no response, the Contractor shall immediately follow up these telephone calls with an email to the COR and to the Alternate COR. Normally, the response time, by the COR for a routine service call will be within one business day. The Contractor shall follow up these phone calls with an email to the COR and to the Alternate COR and continue to follow up with them, as necessary, until the problem is resolved.

Repairs of GFP at Contractor Expense

- i. The Contractor is responsible for the repair and the repair cost (material, parts, and labor) of all Government-Furnished Property provided under this contract. By the third business day of each month, the Contractor shall submit a log/record of equipment repaired, description of repair, date of repair, business name of company that performed the repair, cost and year to date repair balance to the COR and to the Alternate COR by email.
- ii. The Contractor shall immediately perform repairs whenever they are required and shall notify the COR and Alternate COR via e-mail when such work is being accomplished.
- iii. The Contractor shall report any potential repairs to the COR and to the Alternate COR where it might be in the best interest of the Government to instead consider replacing the equipment. The COR or Alternate COR will convey the NRC's decision regarding Contractor repair of that equipment before the Contractor proceeds to repair it.
- iv. The Contractor is responsible for all equipment replacement costs due to improper use, vandalism or abuse by Contractor personnel.

Preventive Maintenance

- i. The Contractor shall provide preventive maintenance on all Government-Furnished Property according to the manufacturer recommendations under this contract (excluding facilities).
- ii. The preventive maintenance to GFP provided by the Contractor shall be in accordance with the original equipment manufacturer's suggested practices.
- iii. The Contractor shall maintain, in its office in the cafeteria space, a record of the preventive maintenance work that was performed and the date that each job was accomplished. This record must be available for COR and Alternate COR review at any time.

C.16. Sanitation

The Contractor shall maintain the cafeteria and coffee kiosk spaces in a clean and sanitary condition at all times by cleaning to remove germs, dirt, and impurities from surfaces or objects; sanitizing to lower the number of germs on surfaces or objects and disinfecting to kill germs on surfaces or objects. The surfaces include, but are not limited to: ceilings, floors, walls, fixtures, food contact surfaces and non-contact food surfaces. The Contractor shall ensure that properly mixed and FDA approved sanitizing agents are available at all times, at all work and serving locations, for sanitizing food contact surfaces between all uses. The Contractor shall accomplish all food contact surface sanitation on a routine and frequent basis with properly mixed and FDA approved sanitizing agents. The Contractor must store sanitizing cloths in sanitizing solutions when not in use.

The contractor shall comply with all federal, state and local laws, codes, and regulations. The food-service facilities are subject to inspection by federal, state and local authorized health department officials, the fire department, and other agencies relative to safety requirements. The Contractor shall notify the COR and Alternate COR, 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 COR and Alternate COR, 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 COR or Alternate COR may be present at inspections.

In addition to paragraph (h), "Safe and Sanitary Working Conditions" of the Service Contract Act of 1965 (as amended), the Contractor is responsible for unsanitary or hazardous conditions that are dangers to anyone using the cafeteria or coffee kiosk areas. 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 shall furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the cafeteria and coffee kiosk areas, as well as food service equipment (including the daily hood wash down system) within its areas of responsibility in a neat and sanitary condition at all times. In connection with the performance of this contract, the Contractor shall not use any material which the Government solely determines would be unsuitable for the purpose or harmful to the surfaces to which it is applied. The Contractor shall maintain, in its office area in the cafeteria, Material Safety Data Sheets (MSDS) for all cleaning/janitorial materials utilized.
- B. The contractor is responsible for the frequent daily cleaning, sanitizing and maintenance of all serving counters and associated equipment. The Contractor is responsible for daily cleaning and maintenance of the serving area floor. The Government is responsible for periodic deep cleaning and maintenance of the serving area floor as necessary. The Contractor shall maintain the cafeteria dining room area flooring/carpet in a clean condition and spillage free during service hours. The Contractor shall leave the dining room flooring/carpet in "broom clean" condition and spillage free after service hours. The Government is responsible for the daily cleaning and maintenance of dining room flooring/carpet after service hours.
- C. The Contractor is not only responsible for the maintaining and cleaning dining room equipment but also frequent proper sanitation of all dining surfaces, including but not limited to, tables, table tops and bases, chairs, booths, counters, dining tray carts, trash collection stations and be responsible for removing trash and recyclables from the dining room collection points during and after service periods. The Government is responsible for maintaining and cleaning dining room equipment, removing trash and recyclables from the dining room collection points after use of the dining room during hours outside of food serving hours. The Contractor is responsible for the cleaning and maintenance of the entire kitchen area.
- D. It is the responsibility of the Contractor to keep building areas and items utilized by the Contractor in a neat and sanitary condition, including but not limited to: walls, ceilings (excluding building heating ventilation and air conditioning louvers, lighting fixtures or other building equipment that is part of a general building mechanical system), floor drains, kitchen, servery, storage areas, loading docks and dumpster locations, dining area tables, chairs and floor, *et al.*
- E. The Government is not 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. Contractor personnel shall use the locker(s) provided (located by the elevator doors) when changing their clothes. The Contractor may not use that area for food preparation, storage or service, or for utensil washing or storage. Contractor personnel may not consume food in the Contractor locker area(s) and/or room(s).
- G. The Contractor shall maintain the area where it temporarily stores trash in a manner that it remains free of pests, rodents, and odors.
- H. The Contractor shall comply with GS-42 Green Seal Environmental Standard for Cleaning Services. For program details and additional information on Green Seal or any of its programs please see www.greenseal.org.
- I. Contractor failure to keep any of the facilities that are the responsibility of the Contractor in a neat and sanitary condition may result in the following:

The NRC may have the facility cleaned by other means and charge the cost of such work to the Contractor.

The Contracting Officer's Representative may require additional cleaning by the Contractor if deemed necessary.

C.17. Safety and Security

The Contractor shall conform to all federal, state and local safety regulations and requirements in effect covering such premises at any time during the performance of this contract. The Contractor shall 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 contract on such premises and participate in the building's emergency procedures. NRC will furnish information concerning fire and safety regulations to the Contractor (*U.S. NRC Occupant Emergency Plan*, Attachment H). Any violation of these requirements, unless immediately corrected as directed by the CO, COR or Alternate COR, may be grounds for termination of the contract for cause.

Provide the preventive maintenance (PM) program plan to be approved by the COR prior to start of contract.

Contractor personnel shall comply with all the General Services Administration Rules and Regulations Governing Conduct on Federal Property.

The Contractor shall 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 secure all areas under the jurisdiction of the Contractor, i.e., the serverly and kitchen (including office and storage area). The Contractor shall ensure that all equipment has been turned off, windows are closed, lights and fans are turned off, and doors are locked when the cafeteria is closed. The Contractor shall provide a key to the COR within 48 hours of taking over the contract for emergency access to the building security office. The Contractor shall post an appropriately worded sign at the cafeteria entrance that indicates who (which

Contractor employee) to contact if NRC deems that such contact may be appropriate for safety or security reasons.

C.18. Graphics

The Contractor will be authorized to display the appropriate corporate identity graphics, signage, and decorations at designated locations within the food-service facility with prior written approval by the COR, Alternate COR or CO.

C.19. Equipment

NRC shall, at its expense, provide, install, and permit the Contractor to use the major food service equipment (Attachment C) specified in the facility floor plan (Attachment B). If it is determined by the Contractor and the COR, Alternate COR or CO that equipment is no longer needed for the contract operations, it may be removed by the NRC. NRC will replace equipment which it has provided as it deems necessary. Title to all equipment provided as GFP under the contract shall remain with the NRC, including any Contractor-acquired equipment that is acquired by re-investment by the Contractor of any annual profits that exceed the 10% profit limitation. However, title to any point-of-sale equipment (cash registers), vending, and any additional equipment that the Contractor brings on-site that is not acquired using profits in excess of 10% shall remain with the contractor.

Items initially furnished by NRC as specified in Attachment C shall be listed on a basic inventory approved jointly by the COR 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 food 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. The contractor shall clean and sanitize all garbage and refuse containers used at the site at least weekly or more frequently, if necessary.

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

C.20. 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.

C.21. 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. Providing and successfully implementing a site specific Hazard Analysis Critical Control Point (HACCP) Plan and Program
- B. ServSafe or equivalent certification of all Contractor personnel
- C. Initial inventory of small-wares;
- D. replacements to small-ware inventory items;
- E. food, beverage, labor, and other operating costs;
- F. long distance telephone charges that it incurs;
- G. 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;
- H. food service equipment maintenance services;
- I. insurance coverage for work on Government premises;
- J. cash registers;
- K. computer system(s) and related communication devices that the Contractor may require;
- L. Menu.

The Government shall be responsible for the following:

- A. Maintenance of facilities
- B. NRC computer and access to the NRC computer service
- C. HVAC services;
- D. Major repair and cleaning of ceilings and light fixtures
- E. Trash removal services (at the loading dock);
- F. Telephone service telephone installation and provision of local telephone service);
- G. Vacuuming of dining room floor;
- H. Exhaust hood cleaning;
- I. Grease trap cleaning.

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

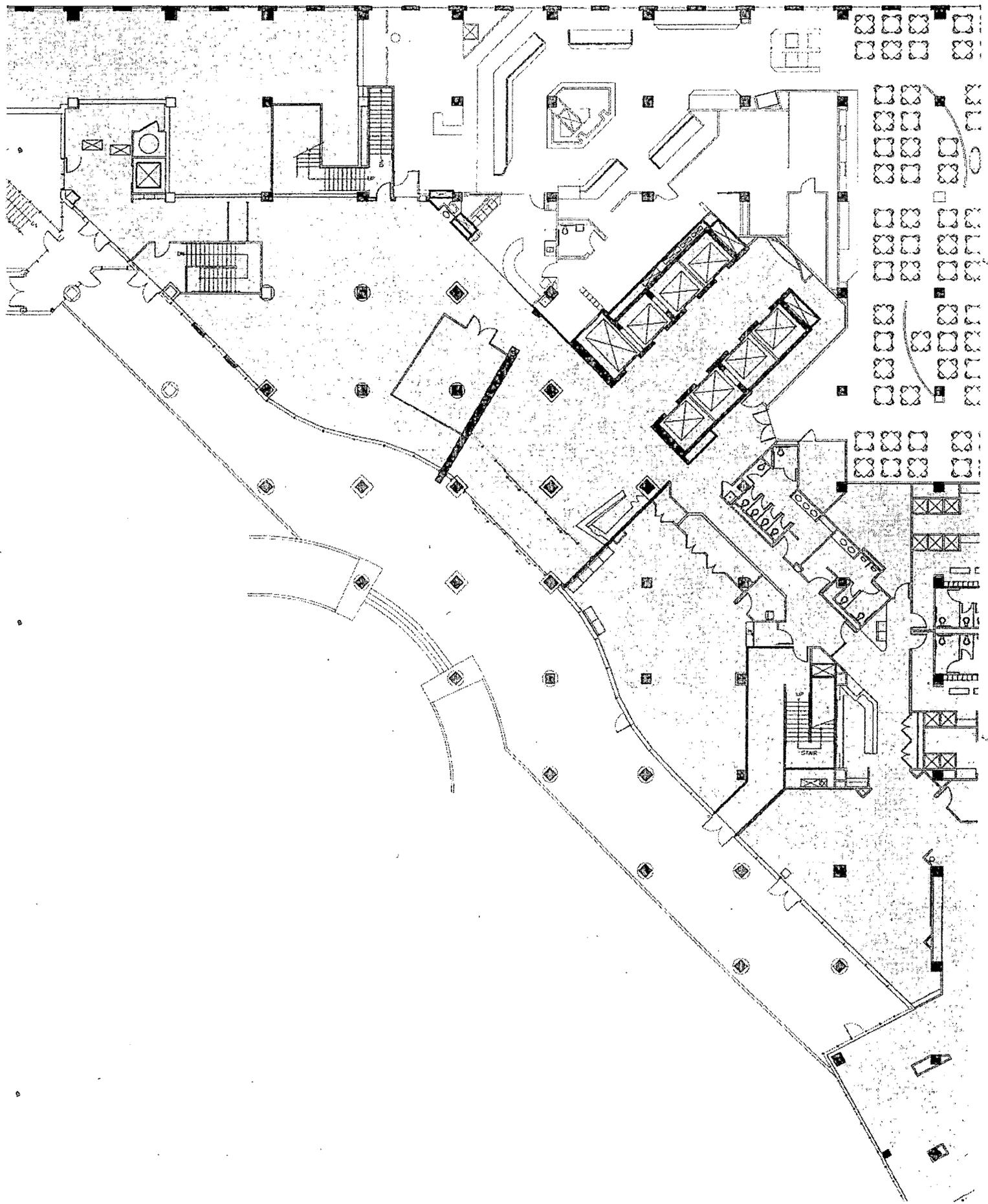
Electronics

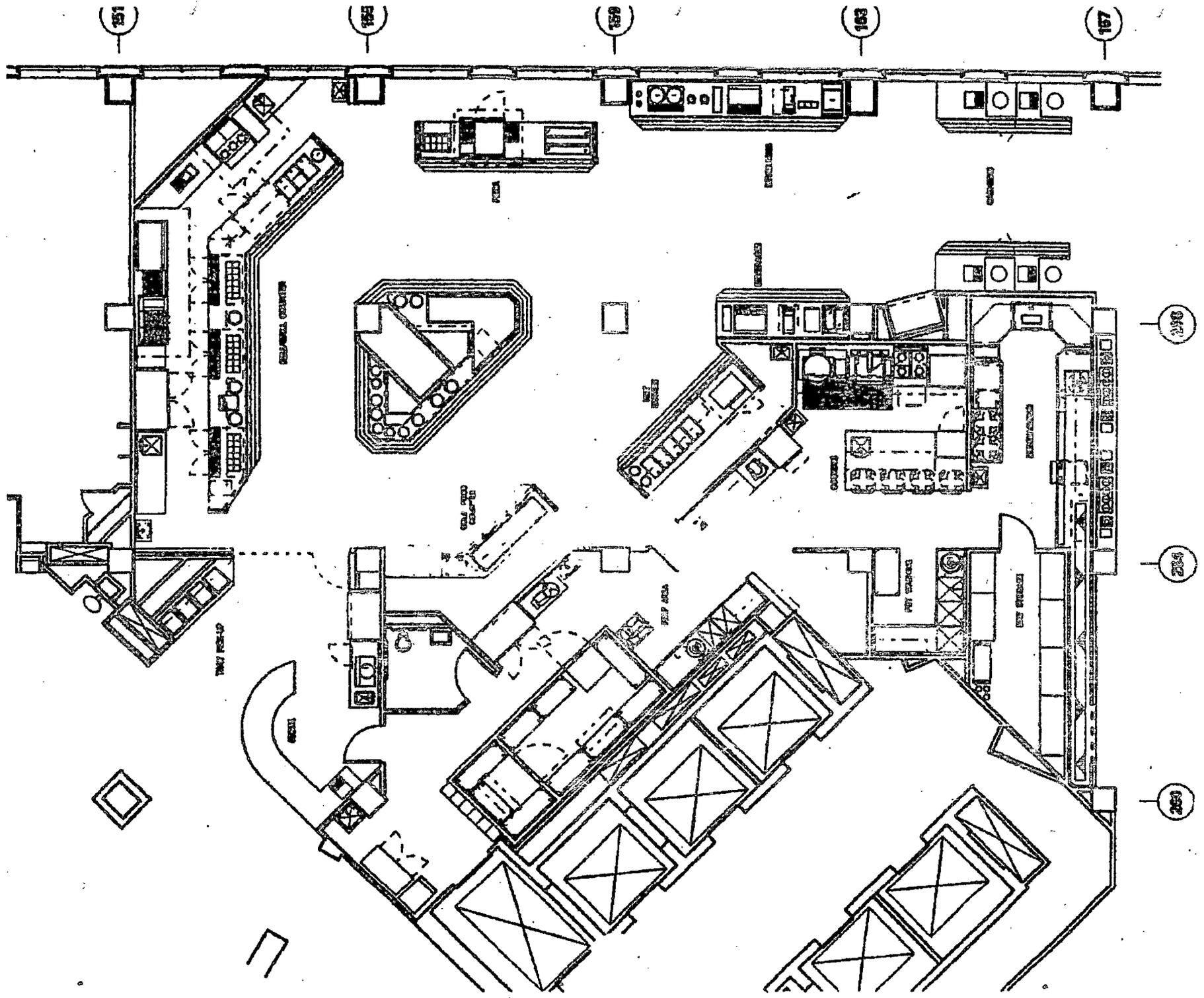
Health & Beauty Aids

Personal Care

Clothing

Photo Processing





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

April 1, 2010

| Item | QTY | Description | Cafeteria Location |
|------|-----|-------------------------------|---------------------------------|
| 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 |



CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of Submission New 3. Contractor Company Full Name and Complete Address (Prime Contractor)

2. Type of Contract Commercial

4. Contract Number, IAA Number, or Job Code for DOE Projects 5. Contract Start Date 6. Contract End Date

10/01/2016 09/30/2021

7. Is this contract a follow-on contract? Yes No If Yes, provide previous Contract Number, IAA Number, or Job Code NRC-HQ-11-C-10-0057 8. Contractor Cage Code or DOE Facility Code

9. Contract Performance Requirements

A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or MD 12.2)? Yes (continue) No (if no, proceed to Block 9.E.)

B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? Not Applicable Select End Level of Classification

C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location? Yes (continue) No (if no, proceed to Block 9.E.)

D. Choose all that apply: In regards to classified matter, the contractor will require:

- 1) Access to Foreign Intelligence Information
- 2) Receipt and storage (i.e., safeguarding) of classified matter
- 3) Access to cryptographic material or other classified COMSEC information
- 4) Access to classified matter or information processed by another agency
- 5) Use of a classified information technology processing system
- 6) Generation of classified at Contractor facility location
- 7) Generation of classified matter at an NRC facility

E. Will the contractor require access to Safeguards information or Safeguards information - Modified Handling information (i.e., 10 CFR 73.21, 73.22, and/or 73.23)? Yes No

F. Will the contractor possess, generate, or store SGI or SGI-MI at the contractor facility? Yes No

G. Will the contractor require access to any Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.6)? Yes No

H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility? Yes No

I. Was "Yes" checked to Block 9.A., Block 9.C., Block 9.E., or Block 9.F.? (If "Yes", then a Facility Clearance is required to be issued for the contractor and any known sub-contractors by the Facilities Security Branch before final contract award and before work can begin on the contract.) Yes No

J. Choose all that apply:

- 1. Unescorted Access is required to Nuclear Power Plants.
- 2. Access is required to Unclassified Safeguards information.
- 3. Access is required to Sensitive IT Systems and Data.
- 4. Unescorted Access to NRC Headquarters Building.
- 5. Require operation of government vehicles or transport passengers for the NRC.
- 6. Will operate hazardous equipment at NRC facilities.
- 7. Required to carry firearms.
- 8. Found to use or admit to use of illegal drugs.

CONTRACT SECURITY AND/OR
CLASSIFICATION REQUIREMENTS (Continued)

10. Classification Guidance (to be completed by the COR)

11. Does this contract contain any subcontractors?

If "No", leave area blank. (Note: It is the responsibility of the COR to notify FSB if the contractor adds a subcontractor to the contract during the execution of the contract. The sub-contractors may require a facility clearance before work can be allowed.)

Yes No

Subcontractor Company name, address and Defense Security Service page code, if applicable

12. Review of contractor/subcontractor reports, documents for classified, SGI, SGI-M, and/or SUNS: will be reviewed by:

Typed or Printed Name and Title of Authorized Classifier

Typed or Printed Name and Title of Authorized Derivative Classifier (for Classified information)

Typed or Printed Name and Title of a Qualified Designator for SGI, and SGI-M (i.e., person must be qualified per MD 12.4)

13. Required Distribution of NRC Form 187 for Review (Check all appropriate boxes)

- 1) Originating NRC office or Division (item 14A.) 3) Division of Contracts and Property Management (item 14C.)
 2) Division of Facilities and Security (item 14B.)

14. Approves

A. Typed or Printed Name of Director, Office or Division

Signature

Date

Deborah Neff, Branch Chief, AMSB DHS ADMIN

Deborah Neff

9/8/16

B. Typed or Printed Name of Director, Division of Facilities and Security

Signature

Date

Timothy Pulliam, Director, Division of Facilities and Security

Timothy Pulliam

9/8/16

C. Typed or Printed Name of Director, Acquisitions Management Division

Signature

Date

James Corbett, Director, Acquisitions Management Division

James Corbett

9/8/16

REMARKS

J-3

WD 15-4282 (Rev.-3) was first posted on www.wdol.gov on 04/19/2016

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. 20210Daniel W. Simms
DirectorDivision of
Wage DeterminationsWage Determination No.: 2015-4282
Revision No.: 3
Date Of Revision: 04/08/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Prince George's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, 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 | | 16.59 |
| 01012 - Accounting Clerk II | | 18.61 |
| 01013 - Accounting Clerk III | | 22.30 |
| 01020 - Administrative Assistant | | 31.41 |
| 01035 - Court Reporter | | 21.84 |
| 01041 - Customer Service Representative I | | 14.40 |
| 01042 - Customer Service Representative II | | 16.18 |
| 01043 - Customer Service Representative III | | 17.66 |
| 01051 - Data Entry Operator I | | 14.71 |
| 01052 - Data Entry Operator II | | 16.05 |
| 01060 - Dispatcher, Motor Vehicle | | 18.42 |
| 01070 - Document Preparation Clerk | | 14.70 |
| 01090 - Duplicating Machine Operator | | 14.70 |
| 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 | | 14.98 |
| 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 | | 24.23 |
| 01290 - Rental Clerk | | 16.55 |

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|--|-------|
| 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 | 31.41 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 14.43 |
| 01531 - Travel Clerk I | 13.46 |
| 01532 - Travel Clerk II | 14.46 |
| 01533 - Travel Clerk III | 15.53 |
| 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 | 27.70 |
| 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 | 14.14 |
| 07041 - Cook I | 13.81 |
| 07042 - Cook II | 16.06 |
| 07070 - Dishwasher | 10.11 |
| 07130 - Food Service Worker | 10.66 |
| 07210 - Meat Cutter | 19.19 |
| 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 | 11.59 |
| 11090 - Gardener | 17.52 |
| 11122 - Housekeeping Aide | 12.23 |
| 11150 - Janitor | 12.23 |
| 11210 - Laborer, Grounds Maintenance | 13.07 |
| 11240 - Maid or Houseman | 11.40 |
| 11260 - Pruner | 11.58 |
| 11270 - Tractor Operator | 16.04 |
| 11330 - Trail Maintenance Worker | 13.07 |
| 11360 - Window Cleaner | 13.80 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 21.63 |
| 12011 - Breath Alcohol Technician | 21.35 |

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|--|-------|
| 12012 - Certified Occupational Therapist Assistant | 25.42 |
| 12015 - Certified Physical Therapist Assistant | 23.57 |
| 12020 - Dental Assistant | 17.98 |
| 12025 - Dental Hygienist | 44.75 |
| 12030 - EKG Technician | 30.44 |
| 12035 - Electroneurodiagnostic Technologist | 30.44 |
| 12040 - Emergency Medical Technician | 21.63 |
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |
| 12100 - Medical Assistant | 16.36 |
| 12130 - Medical Laboratory Technician | 18.08 |
| 12160 - Medical Record Clerk | 18.80 |
| 12190 - Medical Record Technician | 21.04 |
| 12195 - Medical Transcriptionist | 20.12 |
| 12210 - Nuclear Medicine Technologist | 37.60 |
| 12221 - Nursing Assistant I | 11.74 |
| 12222 - Nursing Assistant II | 13.19 |
| 12223 - Nursing Assistant III | 14.40 |
| 12224 - Nursing Assistant IV | 16.16 |
| 12235 - Optical Dispenser | 20.17 |
| 12236 - Optical Technician | 17.38 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 17.18 |
| 12305 - Radiologic Technologist | 32.31 |
| 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) | 23.90 |
| 12320 - Substance Abuse Treatment Counselor | 27.04 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.37 |
| 13012 - Exhibits Specialist II | 26.46 |
| 13013 - Exhibits Specialist III | 32.37 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 36.09 |
| 13050 - Library Aide/Clerk | 14.86 |
| 13054 - Library Information Technology Systems Administrator | 32.58 |
| 13058 - Library Technician | 20.09 |
| 13061 - Media Specialist I | 20.60 |
| 13062 - Media Specialist II | 23.05 |
| 13063 - Media Specialist III | 25.70 |
| 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 |
| 13090 - Technical Order Library Clerk | 18.67 |
| 13110 - Video Teleconference Technician | 21.25 |
| 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 |

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|---|---------|-------|
| 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 |
| 14170 - System Support Specialist | | 36.86 |
| 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 | | 29.48 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 48.72 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 48.72 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 48.72 |
| 15090 - Technical Instructor | | 27.59 |
| 15095 - Technical Instructor/Course Developer | | 33.74 |
| 15110 - Test Proctor | | 22.22 |
| 15120 - Tutor | | 22.22 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 10.37 |
| 16030 - Counter Attendant | | 10.37 |
| 16040 - Dry Cleaner | | 13.33 |
| 16070 - Finisher, Flatwork, Machine | | 10.37 |
| 16090 - Presser, Hand | | 10.37 |
| 16110 - Presser, Machine, Drycleaning | | 10.37 |
| 16130 - Presser, Machine, Shirts | | 10.37 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.37 |
| 16190 - Sewing Machine Operator | | 14.28 |
| 16220 - Tailor | | 15.13 |
| 16250 - Washer, Machine | | 11.37 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 23.25 |
| 19040 - Tool And Die Maker | | 25.72 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 18.02 |
| 21030 - Material Coordinator | | 24.23 |
| 21040 - Material Expediter | | 24.23 |
| 21050 - Material Handling Laborer | | 13.83 |
| 21071 - Order Filler | | 15.09 |
| 21080 - Production Line Worker (Food Processing) | | 18.02 |
| 21110 - Shipping Packer | | 16.20 |
| 21130 - Shipping/Receiving Clerk | | 16.20 |
| 21140 - Store Worker I | | 11.96 |
| 21150 - Stock Clerk | | 17.21 |
| 21210 - Tools And Parts Attendant | | 18.02 |
| 21410 - Warehouse Specialist | | 18.02 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 29.93 |
| 23019 - Aircraft Logs and Records Technician | | 21.74 |
| 23021 - Aircraft Mechanic I | | 28.41 |
| 23022 - Aircraft Mechanic II | | 29.93 |
| 23023 - Aircraft Mechanic III | | 31.38 |

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| 23040 - Aircraft Mechanic Helper | 19.29 |
| 23050 - Aircraft, Painter | 27.20 |
| 23060 - Aircraft Servicer | 21.74 |
| 23070 - Aircraft Survival Flight Equipment Technician | 27.20 |
| 23080 - Aircraft Worker | 23.11 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 23.11 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 28.41 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 28.62 |
| 23130 - Carpenter, Maintenance | 21.66 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician, Maintenance | 27.98 |
| 23181 - Electronics Technician Maintenance I | 27.43 |
| 23182 - Electronics Technician Maintenance II | 29.12 |
| 23183 - Electronics Technician Maintenance III | 30.68 |
| 23260 - Fabric Worker | 21.04 |
| 23290 - Fire Alarm System Mechanic | 22.91 |
| 23310 - Fire Extinguisher Repairer | 19.38 |
| 23311 - Fuel Distribution System Mechanic | 25.09 |
| 23312 - Fuel Distribution System Operator | 21.32 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 28.41 |
| 23381 - Ground Support Equipment Servicer | 21.74 |
| 23382 - Ground Support Equipment Worker | 23.11 |
| 23391 - Gunsmith I | 19.38 |
| 23392 - Gunsmith II | 22.54 |
| 23393 - Gunsmith III | 25.20 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 26.28 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 27.69 |
| 23430 - Heavy Equipment Mechanic | 24.16 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 24.85 |
| 23465 - Laboratory/Shelter Mechanic | 23.93 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 23.21 |
| 23530 - Machinery Maintenance Mechanic | 25.43 |
| 23550 - Machinist, Maintenance | 24.69 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 24.85 |
| 23592 - Metrology Technician II | 26.18 |
| 23593 - Metrology Technician III | 27.46 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 25.89 |
| 23810 - Plumber, Maintenance | 24.52 |
| 23820 - Pneudraulic Systems Mechanic | 25.20 |
| 23850 - Rigger | 25.20 |
| 23870 - Scale Mechanic | 22.54 |
| 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 | 30.15 |
| 23960 - Welder, Combination, Maintenance | 22.91 |

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| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 25.20 |
| 23980 - Woodworker | 19.38 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.64 |
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.86 |
| 24620 - Family Readiness And Support Services Coordinator | 17.64 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 30.03 |
| 25040 - Sewage Plant Operator | 22.92 |
| 25070 - Stationary Engineer | 30.03 |
| 25190 - Ventilation Equipment Tender | 21.44 |
| 25210 - Water Treatment Plant Operator | 22.92 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 21.91 |
| 27007 - Baggage Inspector | 13.98 |
| 27008 - Corrections Officer | 25.08 |
| 27010 - Court Security Officer | 26.37 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 25.08 |
| 27070 - Firefighter | 26.52 |
| 27101 - Guard I | 13.98 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 28.19 |
| 27132 - Police Officer II | 31.32 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 14.31 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 16.02 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.68 |
| 28515 - Recreation Specialist | 19.84 |
| 28630 - Sports Official | 12.75 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 25.44 |
| 29020 - Hatch Tender | 25.44 |
| 29030 - Line Handler | 25.44 |
| 29041 - Stevedore I | 23.44 |
| 29042 - Stevedore II | 26.66 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 39.92 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 27.38 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 30.16 |
| 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 |
| 30051 - Cryogenic Technician I | 24.48 |
| 30052 - Cryogenic Technician II | 27.04 |
| 30061 - Drafter/CAD Operator I | 20.19 |
| 30062 - Drafter/CAD Operator II | 22.60 |
| 30063 - Drafter/CAD Operator III | 25.19 |

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| 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 |
| 30095 - Evidence Control Specialist | 22.10 |
| 30210 - Laboratory Technician | 23.38 |
| 30221 - Latent Fingerprint Technician I | 31.51 |
| 30222 - Latent Fingerprint Technician II | 34.81 |
| 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 |
| 30375 - Petroleum Supply Specialist | 27.04 |
| 30390 - Photo-Optics Technician | 27.98 |
| 30395 - Radiation Control Technician | 27.04 |
| 30461 - Technical Writer I | 24.12 |
| 30462 - Technical Writer II | 29.52 |
| 30463 - Technical Writer III | 35.72 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 25.24 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 30.53 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 36.60 |
| 30494 - Unexploded (UXO) Safety Escort | 25.24 |
| 30495 - Unexploded (UXO) Sweep Personnel | 25.24 |
| 30501 - Weather Forecaster I | 24.48 |
| 30502 - Weather Forecaster II | 29.77 |
| 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 | |
| 31010 - Airplane Pilot | 30.53 |
| 31020 - Bus Aide | 14.32 |
| 31030 - Bus Driver | 20.85 |
| 31043 - Driver Courier | 15.38 |
| 31260 - Parking and Lot Attendant | 10.07 |
| 31290 - Shuttle Bus Driver | 16.83 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 16.83 |
| 31362 - Truckdriver, Medium | 18.28 |
| 31363 - Truckdriver, Heavy | 19.96 |
| 31364 - Truckdriver, Tractor-Trailer | 19.96 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.89 |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 12.08 |
| 99095 - Embalmer | 25.36 |
| 99130 - Flight Follower | 25.24 |
| 99251 - Laboratory Animal Caretaker I | 12.43 |
| 99252 - Laboratory Animal Caretaker II | 13.59 |
| 99260 - Marketing Analyst | 33.51 |
| 99310 - Mortician | 34.10 |
| 99410 - Pest Controller | 17.69 |
| 99510 - Photofinishing Worker | 13.20 |
| 99710 - Recycling Laborer | 19.20 |
| 99711 - Recycling Specialist | 23.54 |
| 99730 - Refuse Collector | 17.01 |

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| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 14.77 |
| 99830 - Survey Party Chief | 23.14 |
| 99831 - Surveying Aide | 14.38 |
| 99832 - Surveying Technician | 21.99 |
| 99840 - Vending Machine Attendant | 15.48 |
| 99841 - Vending Machine Repairer | 19.67 |
| 99842 - Vending Machine Repairer Helper | 15.48 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 4.174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).