

Notice To Offerors (READ THIS FIRST)

Stennis Space Center StenniSphere Restaurant Concessionaire Agreement

The purpose of this Notice is to provide an overview of “How” to submit a proposal for this concession and how those proposals will be evaluated. The result of the evaluation and award process will be a Concessionaire Agreement with an initial term of five (5) years between the NASA Exchange and the offeror for the provision of certain food services at Stennis Space Center (SSC).

PROPOSALS

Technical Merit

Relevant Experience

All questions contained in the attached Questionnaire regarding relevant experience on projects of similar size, scope and complexity shall be addressed. Any supporting documentation deemed applicable by the offeror shall be submitted with the proposal. Relevant additional information supporting the offeror’s description of relevant experience will be considered. Relevant experience as a primary subcontractor or as key personnel on projects similar in size, scope or complexity may be included in the proposal where the offeror has no direct relevant experience. If the offeror has no relevant experience, then the proposal should so state and the offeror’s plans for succeeding in this initial endeavor shall be clearly addressed and detailed in the Business Plan.

Business Plan

The Business Plan should include management and operational procedures, a general staffing structure, a description of the proposed restaurant theme and name, details on how the proposed plan will generate funds, and how the proposed plan will sustain reasonable business operations over the course of the resulting Concessionaire Agreement. The proposal shall address all of the elements in the Statement of Work. Additionally, the proposal should describe the type of food service that will be offered; a variety of food service concepts will be considered, but should, at a minimum include both hot and cold food items, and address the operation’s ability to efficiently provide service to patrons. If consistent with the offeror’s food concept, the proposal should address catering services and any take-out or delivery services.

Financial Strength

All questions contained in the attached Questionnaire regarding financial capabilities shall be addressed and any supporting documentation shall be submitted with the proposal. Any additional evidence of financial capabilities beyond what is required in the Questionnaire will be

considered. If the offeror will be seeking a line of credit from a financial institution to support this endeavor, the proposal shall include information on that arrangement. Financial statements are required from any offeror being considered for award and the failure to furnish such statements or equivalents may disqualify the firm for award. The financial information provided pursuant to this solicitation will be treated in a confidential manner and returned to the unsuccessful offerors upon request or handled in accordance with established NASA procedures.

Menu and Pricing

The proposal should include a list of the proposed menu items, including their associated retail price. If a proposed food service concept will include a regional or national brand, written evidence of said brand's corporate concurrence shall be included with the proposal. The proposal should specify any menu promotions, specials or other innovations the offeror plans to incorporate.

Layout and Design

The current planned site for the restaurant is on the first floor of building 1200 and will accommodate seating for approximately 50 to 70 customers. A schematic with general dimensions is provided. Project modifications and desired renovations to the facility should be identified, as required. Include an anticipated schedule containing milestones for renovation, start-up and operational readiness. Identify utilities required along with a proposed configuration for the space.

Past Performance

All questions contained in the attached Questionnaire regarding offeror's performance on past projects shall be addressed and any supporting documentation the offeror deems applicable should be submitted with the proposal. Information on predecessor companies or key personnel with past performance will be accepted where the offeror has no direct past performance as a prime operator of the business. Relevant additional evidence of past performance, including but not limited to customer surveys, health department reports or local news articles, will be considered. The NASA Exchange may seek past performance information from sources not furnished by the offeror, as the NASA Exchange deems appropriate.

Cost/Commission

The minimum commission rate to be paid to the NASA Exchange is 6% of retail sales, including catering sales, if applicable. Proposals shall confirm the offeror's intent to abide by the proposed commission rate. Offerors may propose a higher rate of commission, based on their business model. The proposal should also address the expected annual operating cost and a breakdown of the anticipated startup costs.

EVALUATION CRITERIA

Proposals will be evaluated and award will be based on an integrated assessment of each responsive and responsible proposal to determine which offeror would provide the best overall concessionaire service using the following factors: Technical Merit, Past Performance and Cost/Commission. Therefore, subjective judgment by the Exchange is implicit in the evaluation process. Technical Merit and Past Performance, when combined, are significantly more important than Cost/Commission.

While the Exchange wants to provide high-quality concession services through the resulting Concessionaire Agreement, it also wants a well-run, responsible business operation. A well-drafted proposal will demonstrate that the offeror has: 1) adequate financial resources; 2) food service experience; 3) a record of satisfactory performance; and 4) a food service concept that appeals to the broader Stennis Space Center workforce.

Technical Merit

The Technical Merit factor consists of the following subfactors:

- Relevant Experience
- Business Plan
- Financial Strength
- Menu and Pricing
- Layout and Design

The evaluation team will assign one of the following ratings for the Technical Merit factor:

RATING	DEFINITION	STANDARD
Low Risk	Little doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Reflects a thorough business plan with a comprehensive understanding of the work to be performed. High quality food is offered at a reasonable price. Menu items are diverse and are of quality. Reasonable timelines and milestones will clearly limit transition time. Demonstrates sufficient financial resources and independence. Offeror has extensive relevant experience as a primary operator.
Moderate Risk	Some doubt exists that the offeror can satisfactorily perform this kind of work.	Reflects an adequate business plan with a general understanding of the work to be performed. High quality food is offered at a reasonable price. Menu items are of quality. Timelines and milestones may create a shorter transition time. Demonstrates financial stability and a solid understanding of the funding required. Offeror has extensive relevant experience as a primary operator, subcontractor or key personnel.
High Risk	Significant doubt exists that the offeror can satisfactorily perform this kind of work.	Does not indicate a good understanding of the business plan or the work to be performed. Menu items are limited or items are offered at an unreasonable price and quality. Menu items are not diverse or of quality. Timelines and milestones demonstrate a long transition time. Fails to demonstrate adequate financial resources or an understanding of funding required. Offeror has little to no relevant experience and no demonstrated plan for success.

Relevant Experience

The evaluation team will evaluate the amount of experience the offeror has in projects of similar size, scope or complexity. Proposals demonstrating extensive experience as the prime operator on similar projects will be evaluated more favorably. Extensive experience as the primary subcontractor or key personnel on projects similar in size, scope or complexity will be taken into consideration. If an offeror has no relevant experience on projects of similar size, scope or complexity, the evaluation team will evaluate whether the Business Plan demonstrates a viable plan for succeeding in the offeror's initial endeavor. A Business Plan lacking sufficient detail on how an offeror with no relevant experience plans to succeed may cause the proposal to be deemed marginal or unsatisfactory.

Business Plan

The evaluation team will evaluate how well the Business Plan addresses the Statement of Work requirements and whether the Business Plan exhibits a comprehensive understanding of the work to be performed. The offeror's ability to provide uninterrupted, high-quality work will also be considered. Offerors should demonstrate the attitude, knowledge and skill required to provide excellence in all relevant aspects of food services. Additionally, offeror should provide an understanding of proper housekeeping, safety for employees, and adherence to food safety rules and regulations. The offeror's food concept will be evaluated for effectiveness in providing efficient service to patrons and how well the concept will complement existing food services at SSC. A concept including catering services and a take-out or delivery concept will be considered more favorably.

Financial Strength

Financial information provided in the proposal will be evaluated to ensure that the offeror demonstrates a solid understanding of the funding required and an ability to provide uninterrupted quality work in the long-term without financial burdens negatively impacting business operations. Proposals demonstrating financial independence and sufficient existing resources will be deemed more favorable than proposals relying on lines of credit. The NASA Exchange does not intend to enter into agreements with financial institutions on behalf of the offeror or to provide any form of collateral for offeror's startup costs.

Menu and Pricing

Food service concepts that include hot food items offering a broader variety than soups and sandwiches will be considered more favorable than food service concepts offering only cold items or limited hot food items. Proposals describing plans for promoting healthier eating and incorporating local cuisine from the Mississippi Gulf Coast and southern Louisiana area will also be considered more favorable. The evaluation team will evaluate the reasonableness of menu offerings and prices, based partly on past SSC practices and common commercial practices.

Layout and Design

The evaluation team will review proposals to ensure that the proposal reflects a restaurant design utilizing the current configuration as shown in Exhibit A. Minimal modifications are acceptable. The NASA Exchange prefers to limit the transition time between the incumbent operator and the new operator. Proposals presenting reasonable timelines and milestones that, in the opinion of the evaluation team, will limit the transition time between operators will be judged more favorably. Planned utility placement will be examined for reasonableness and for confirmation that any renovation work will be performed at the offeror's expense.

Past Performance

For the purposes of this solicitation, Past Performance is defined as the previous quality of the offeror's services, including the offeror's demonstrated record, management effectiveness and

customer satisfaction. Additionally, the evaluation team will judge its confidence in the offeror's ability to successfully perform the requirements of this undertaking based on the offeror's quality of performance on past projects. If past performance information is not available, including past performance information on predecessor companies or key personnel, the evaluation team will assign a rating of "Neutral" which is neither favorable nor unfavorable. Offerors are advised that a "Neutral" rating may not represent the most advantageous proposal to the NASA Exchange.

The evaluation team will assign one of the following ratings for the Past Performance factor:

RATING	DEFINITION	STANDARD
Outstanding	Substantially exceeds requirements. Entirely favorable past performance.	A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible, or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more than recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
Above Average	Somewhat exceeds requirements. More favorable than unfavorable past performance.	Most sources of information state that the offeror's performance was good, better than average, and that they would willingly do business with the offeror again. Complaints, though perhaps well founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
Neutral	No record exists or the contractor has no past performance to report.	
Satisfactory	Meets requirements. Inconclusive past performance record.	Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.
Marginal	Barely meets requirements. More unfavorable than favorable past performance.	Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or states that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of good performance. The offeror may have been indicted, pled guilty, or may have been found guilty on matters of criminal conduct, but issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct.
Unsatisfactory	Does not meet requirements. Entirely unfavorable past performance.	A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well founded. The offeror is under indictment or has been convicted of criminal conduct, or has been found liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.

Cost/Commission

Proposals will be evaluated to confirm that the offeror agrees to the minimum commission rate. Proposals failing to include this confirmation or proposing less than the minimum fixed percentage rate may be deemed ineligible for award. Increased commission rates will be deemed more favorable where the Business Plan demonstrates the offeror's ability to support a higher rate while also generating sufficient funds to maintain the concept for the agreement term.

Once all responses have been received, proposals will be evaluated by the NASA Exchange using the above evaluation criteria. All proposals will be judged against these same value characteristics. These value characteristics are performance-based and permit selection of a proposal that, in the opinion of the evaluation team, provides better services and business operations, even if there is a reasonable difference in cost/commission. The NASA Exchange may consider awarding to an offeror with higher qualitative merit if the difference in cost/commission is commensurate with added value. Conversely, the NASA Exchange may consider making award to an offeror whose proposal has lower qualitative merit if the cost/commission differential between it and other proposals warrants doing so.

ADDITIONAL INFORMATION

As general information, ALL offerors must submit (3) copies of the following: Business Plan/Proposal and a completed Questionnaire which is attached. The successful offeror will have to provide the Operations Manager with the Certificates of Insurance as specified in the Concessionaire Agreement before opening of the restaurant.

There will be a site visit at the SSC StenniSphere (Bldg. 1200), October 26, 2012 at 3:00 PM and all prospective offerors are encouraged to attend. Due to increased security and the need to reduce disruption of current operations, only two (2) individuals from each company will be allowed to attend the site visit. If you plan to attend, you must contact Dao Kooamphorn at Dao.Kooamphorn@nasa.gov, by 4:00 PM October 25, 2012 so that your names can be cleared through security.

This Notice, as well as any amendments, will only be available via this Internet web site. All offerors are responsible for checking this web site daily for changes to the solicitation, <http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=64>

All offeror questions shall be submitted in writing to Dao.Kooamphorn@nasa.gov, not later than 3:00 PM local time on November 2, 2012. Phone calls will not be accepted. Questions submitted after the aforementioned date and time will not receive a response.

SSC Safety and Health Handbook is available online for reference, http://constructionsafety.ssc.nasa.gov/publications/SSP-8715-0001_Safety_and_Health_Handbook.pdf.

The NAICS Code and Size Standard are 722310 and \$35.5 Million.

All responsible sources may submit a proposal which shall be considered by the Agency.

The Concession Proposal shall be received not later than 3:00 PM local time November 16, 2012.

The tentative award date is on or about December 7, 2012.

Attachments (5)

1. Tentative Schedule
2. Statement of Work
3. Questionnaire
4. Model Concessionaire Agreement
 - a. Exhibit A – Schematic
 - b. Exhibit B – Price List/Menu (To Be Provided by Offeror)
 - c. Exhibit C – Service Contract Act
5. Government Furnished Property Listing

TENTATIVE SCHEDULE

Issue Solicitation (RFP)	October 17, 2012
Conduct Site Visit	October 26, 2012
Prospective Concessionaire Questions Due	November 2, 2012
NASA Response To Questions (Posted)	November 9, 2012
Proposals Due	November 16, 2012
NASA Evaluations Completed	November 30, 2012
Tentative Concessionaire Awarded	December 7, 2012

Statement of Work (SOW) NASA Exchange StenniSphere Restaurant

Background

The NASA Exchange located at the John C. Stennis Space Center (SSC), is a non-appropriated funded Government instrumentality, tasked with the operation of activities that contribute to the efficiency, welfare and morale of the NASA community. Food service is essential to maintaining the efficiency, welfare and morale of the SSC workforce. The NASA Exchange is currently seeking an entity, referenced herein as "The Concessionaire," to operate and establish a restaurant in the StenniSphere building at SSC. The current food service provider at this location operates 5 days a week (Monday through Friday) with service from 10:00 am – 2:00 pm daily. Average monthly sales under the current operator for an 8-month period ending in August 2012, was approximately \$20,000 from approximately 300 patrons per day. Stennis Space Center currently employs approximately 5,000 people representing over 30 businesses or Agencies.

In addition to this restaurant opportunity, the NASA Exchange also operates a home kitchen-style restaurant in the northern portion of SSC, as well as a coffee shop and a snack bar in the Roy S. Estess building. Through a direct contract, NASA's Facility Operating Services contractor operates a cafeteria in the Roy S. Estess building and provides breakfast and lunch between the hours of 7:00 a.m. and 1:30 p.m.

The effective date of the resulting Concessionaire Agreement is expected to be on or about December 7th, 2012. The NASA Exchange prefers to have new operations commencing no later than mid-January 2013. The proposed Concessionaire Agreement has a 3-year term with two (2) additional 1-year options that may be exercised by the written mutual agreement of the Parties. The Concessionaire will employ, train and supervise necessary personnel, all of whom must be citizens of the United States or resident aliens and meet appropriate security requirements.

Objectives

- To provide for the efficient and effective operation of a restaurant.
- To provide patron satisfaction with food quality, pricing and speed of service.
- To generate sales sufficient to sustain the concept over the term of the partnership.
- To offer a variety of foods and food styles that will be appetizing, appealing and nutritious.
- To maintain a facility that adheres to excellent sanitation and safety standards.
- To manage and operate all aspects of a restaurant, including, but not limited to; food purchase, preparation and service, marketing, advertising and staffing.

- To maintain a stable source of income that allows the NASA Exchange to continue providing efficiency, welfare and morale activities to the SSC community. In support of this goal, the Concessionaire will pay the NASA Exchange a fixed percentage of gross sales, exclusive of sales tax, payable each month. In return, the Concessionaire will not be required to provide any lease payments or pay for utilities beyond phone service.
- To procure the additional equipment, supplies and services necessary to provide the above-enumerated services, including utilities (as specified in the Concessionaire Agreement), and janitorial services. A list of Government Furnished Equipment (GFE) is provided in Attachment 5. The Concessionaire shall be responsible for the cost of all repairs and maintenance of fixtures and equipment; however, ownership and title to all fixtures and equipment shall remain with NASA at all times, unless otherwise mutually agreed to in writing.
- To provide the above-enumerated services Monday through Friday, 52 weeks per year, excluding Federal holidays. The Concessionaire is authorized to operate as early as 6:00 a.m. and as late as 6:00 p.m., if the concept offered supports such operating hours.
- To comply with all Federal, state and municipal laws, rules, ordinances and regulations relating to the above-enumerated services. In particular, the Concessionaire will obtain, at the Concessionaire's expense, all licenses required by Federal, state and local law and regulation, including Hazards Analysis Critical Control Point (HACCP) Methodology, and collect and pay all applicable Federal, state and local taxes. The Concessionaire must be able to meet all requirements of the Mississippi Food Regulation, as promulgated by the Mississippi State Department of Health.
- To maintain adequate financial resources to perform the resulting Concessionaire Agreement. The Concessionaire will be required to furnish proof of financial resources to NASA prior to award.

QUESTIONNAIRE

(FILL OUT AND SUBMIT WITH PROPOSAL)

The following information shall be inserted, as applicable. If additional space is necessary, attach additional sheet(s).

Experience and Past Performance

1. **Relevant Experience:** Include a list of services that are comparable or related to the services required by this solicitation and are of similar scope, size, and complexity. Include services that have been performed within the past five (5) years, the location, the number of years in operation and yearly gross income.

2. **Past Performance:** The Offeror shall provide information on relevant performance within the past three (3) years, (including address, telephone and fax numbers, and e-mail address, if available), and status of the contract (current, terminated (if so, why), successfully completed). Offerors with no evidence of past performance shall so state.

Financial Information:

- **Bank/Financial Institution References:** Include names, telephone numbers and addresses.

- A complete financial statement, including but not limited to a balance sheet, income statement and supporting documentation is required for each of your last three fiscal years.

Relationship with the government

Is the owner or any officials of the firm currently employed by the Federal Government, the NASA Exchange, or on active duty with any branch of the active military service to ensure no conflicts of interest exist. Any organizational conflicts of interest shall be addressed prior to award:

YES _____ If Yes, Please Explain NO _____

By signing below, the offeror affirms that the information furnished above is correct and is the basis for possible award of an Agreement. If this information is deemed to be incorrect, incomplete, or misleading, such findings may constitute cause for which the Operations Manager may terminate any resulting Agreement.

Signature of Proposer

Date

**CONCESSIONAIRE AGREEMENT
BETWEEN
NASA EXCHANGE - STENNIS SPACE CENTER BRANCH
AND**

**FOR
FOOD SERVICES AT STENNIS SPACE CENTER**

This Concessionaire Agreement ("Agreement") is made and entered into by and between _____ ("Concessionaire" or "_____") and the NASA Exchange – SSC Branch, located at the John C. Stennis Space Center ("Exchange"). SSC enters into this Agreement pursuant to the guidance in NASA Procedural Directive (NPD) 9050.6. The Exchange and Concessionaire may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE I – PURPOSE AND BACKGROUND

The Exchange operates at John C. Stennis Space Center (SSC) for the purpose of promoting the efficiency, welfare and morale of NASA employees, their families, and all other personnel resident at SSC. The Exchange supports restaurant services at SSC in order to provide employees with additional dining choices, which improves the morale and welfare of individuals working at or visiting SSC.

To this end, the Exchange and Concessionaire wish to establish a concessionaire arrangement between the Parties for the operation of additional food services at SSC.

ARTICLE II – CONCESSION PRIVILEGE

The Exchange hereby authorizes and grants a privilege to the Concessionaire to operate a food services operation ("operation") at SSC in Building 1200 and /or other locations in space assigned by the Exchange. The area specified for the usage has been coordinated with both Parties and is noted in Exhibit A.

The Concessionaire shall have the right to ingress and egress over the adjoining Government-owned property in exercising this privilege. The Concessionaire shall also have the right to install, operate and maintain the necessary equipment associated with the operation in Building 1200 or such other location as assigned.

The Concessionaire shall staff and operate this facility to provide for the following services only: food services.

ARTICLE III – RESPONSIBILITIES

The Exchange will use reasonable efforts to:

- a) Provide the following at no cost to the Concessionaire:
 - i. Physical security services in accordance with NASA-SSC policies
 - ii. Minor preventative and corrective maintenance activities, as defined by NASA and the Exchange
 - iii. Advisement on noted safety issues
- b) Provide fire protection and emergency response.
- c) Provide access to a SSC POC for technical and administrative issues.
- d) Communicate with Concessionaire regarding concerns raised by customer feedback survey and provide Concessionaire with reasonable time to address such concerns.
- e) Provide electricity and water at no cost to Concessionaire.

Concessionaire will use reasonable efforts to:

- a) Adhere to all SSC safety, security, fire and emergency response regulations and guidelines.
- b) Pay for telephone services as well as any other communication costs.
- c) Hire, train, staff and supervise the necessary qualified personnel and furnish the necessary food, equipment and supplies, except for any equipment provided by the Exchange, so as to provide food services, as further enumerated in this Agreement, for the convenience and welfare of SSC employees, those of other agencies resident at SSC, and Building 1200 patrons.
- d) Operate, repair and maintain the necessary equipment associated with the Concessionaire's operations. Provide consumable items (e.g. paper plates, napkins, cups, plastic utensils, detergents, etc.), as well as replenishing utensils and all small wares (such as plates, pots, pans, trays, serveware, etc.).
- e) Maintain operating hours consistent with the practices and policies of the Concessionaire and aligned with the working hours at SSC. Any requests for operations on weekends or after 6:00 p.m. Monday through Friday require prior notification to and approval of the Exchange. Additionally, services need not be made available on designated Federal holidays and on those occasions when SSC may be closed due to emergency conditions.
- f) Obtain, at Concessionaire's expense, all necessary notices, pay all license fees and comply with all municipal, state and Federal laws, rules, ordinances and regulations relating to the privilege to be carried out under this Agreement, and to collect and pay all

Federal, state and local taxes applicable to the property, income and transactions of the concession.

- g) Pay promptly, and according to the terms thereof, all debts incurred with the conduct of the concession.
- h) Keep the premises authorized under this Agreement at all times clean, orderly, attractive and in sanitary condition to the reasonable satisfaction of the Exchange and in compliance with all Federal, state and local sanitation laws pertaining to the food services.
- i) Make no alterations in the premises without the prior approval of the Exchange and maintain the premises in good repair. The Concessionaire assumes all expenses for repairs, not considered minor preventative or corrective repairs, as defined by NASA and the Exchange.
- j) Yield up said premises upon the termination of this Agreement and remove all items of equipment. The Concessionaire will restore the premises to the satisfaction of the Exchange (reasonable wear and tear excepted) within 30 days of termination.
- k) Employ only employees, servants and agents who meet appropriate security requirements for access to SSC.
- l) Execute and pay for the costs of badges and security requirements for each new employee through the NASA SSC Security Officer.
- m) Dispose of any individually-owned property abandoned or mislaid on the premises, in accordance with applicable provisions of the laws of the State of Mississippi and of the United States. However, the Concessionaire shall make diligent efforts to locate the present whereabouts of the owner of such property prior to disposal.

ARTICLE IV – CONDUCT OF CONCESSIONAIRE

1. The Concessionaire agrees that it shall not:
 - a) Represent itself, or permit itself to be represented, as an agent of NASA or the Exchange in any manner whatsoever.
 - b) Permit the use by others of the authorized premises or assign to another the conduct of this privilege without first obtaining the written consent of the Exchange. No assignment or transfer, no matter how accomplished, shall be effective nor shall any assignee or transferee acquire any rights to or under this Agreement, unless prior consent shall be executed in writing by the Parties with the same formalities as required for the execution of this Agreement. Concessionaire affiliates will be allowed to use the premises upon notice to and approval by the Exchange.

- c) Sell or remove any equipment or fixtures of said Concession owned or furnished by the Exchange without prior consent of the Exchange.
- d) Engage in or permit gambling or the use of any device of gambling.
- e) Discriminate against any person because of race, religion, age, sex, color, national origin or physical handicap, nor maintain any segregated facilities.
- f) Post or distribute flyers and publications outside the assigned space without the prior consent of the Exchange.

ARTICLE V – INDEMNITY

The Concessionaire, its servants, agents and employees are in no sense agents of the United States Government, the Exchange or NASA, and the Concessionaire agrees to indemnify, save harmless and defend the United States, the Exchange and NASA from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon purported or asserted agency or employee relationship with Concessionaire, its agents, servants, or employees.

ARTICLE VI – INSURANCE

The Concessionaire agrees to procure and maintain at Concessionaire's own expense from a company or companies acceptable to the Exchange the following insurance for the period of this Agreement, and furnish the Exchange with certificates evidencing such insurance to be in effect and indicating on the certificate that in the event of modification, cancellation or non-removal of the policy, the Exchange will be given ten (10) days prior notice.

1. Workman's Compensation Insurance and Employer's Liability Insurance as required by the laws of the State of Mississippi.
2. Premises Bodily Injury, Property Damage Liability, and theft Insurance in minimum amounts of \$100,000 for injury to or death of any one person; \$300,000 for each accident or occurrence for bodily injury; and \$100,000 for each accident or occurrence for property damage / theft.

ARTICLE VII – CLAIMS

The United States Government will not be liable for the payment of any monetary claim established, or judgment rendered, under this Agreement.

ARTICLE VIII – FINANCIAL OBLIGATIONS

It is mutually agreed that Concessionaire shall pay to the Exchange a Concessionaire Fee of 6% of gross sales per quarter. The term “gross sales” shall be exclusive of any Federal, state and local sales and use taxes. These quarterly payments shall be provided within 15 days of the dates of January 1st, April 1st, July 1st and October 1st.

Notwithstanding any other provision herein, unless paid within 10 days (unless the Exchange is notified of extenuating needs and arrangements are made) all amounts that become payable by the Concessionaire to the Exchange under this Agreement (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

It is understood that significant improvement or deterioration in the Concessionaire’s business base may result in a reevaluation of this fee arrangement that may be initiated by either Party. In any event, any revision of the fee arrangement will require the written consent of both Parties.

All payments shall be made payable to the NASA Exchange and remitted to:

NASA Exchange
John C. Stennis Space Center
Attn: Lisa Blankenship
Roy S. Estess Building, Room 137C
Stennis Space Center, MS 39529

ARTICLE IX – RECORDS

The financial operation of the Concessionaire will be subject to examination as may be considered necessary by the Exchange to ensure strict compliance with this Agreement and subject to the review of other regulatory authorities, as applicable.

ARTICLE X – TERM OF CONCESSIONAIRE AGREEMENT

1. The term of this Agreement, unless sooner terminated as hereinafter provided, shall be three (3) years from the effective date. The term may be extended for two (2) one-year option periods upon the written mutual consent of the Parties for a total of five (5) years.
2. This Agreement is automatically terminated in the event that the Exchange is inactivated.
3. This Agreement may be immediately terminated by the Exchange if the Concessionaire wrongfully and willfully violates the conditions of this Agreement.
4. This Agreement may be terminated by either Party upon 90 days’ notice, in writing, to the other. However, in the event the Concessionaire fails to comply with any of the terms and

conditions of this Agreement, or the SSC Director determines that the interest of the national space program, the national defense or the public welfare require the termination of the interest herein granted, this Agreement may be terminated upon 30 days' notice in writing to the Concessionaire.

5. Upon termination of the Agreement, the Concessionaire will settle its account with the Exchange and promptly remove from SSC all property not purchased by NASA or the Exchange. Removal will be at the expense of the Concessionaire and will be accomplished within a reasonable time after termination of this Agreement, as determined by the Exchange. Upon failure to do so, the Exchange may cause such Concessionaire's property to be removed and stored at the Concessionaire's expense. If at termination, the Concessionaire is indebted to the Exchange, the Exchange may elect to take possession of the property and dispose of the same by public sale and satisfy the cost of the sale and Concessionaire's indebtedness out of the proceeds. The Concessionaire will be granted seven (7) days' notice and the opportunity to settle the debt in full prior to the Exchange electing to take possession of said property.

ARTICLE XI – CONTINUITY OF CONCESSIONAIRE PRIVILEGES

Upon the expiration of the term of this Agreement, it may continue in force on a month-to-month basis upon the mutual agreement of the Exchange and the Concessionaire. This month-to-month continuation, if exercised, will in no way extend past 12 months of the original expiration date.

ARTICLE XII – MODIFICATIONS

This Agreement may not be modified orally and any modification must be in writing and executed by the proper signatories.

ARTICLE XIII – NONAPPROPRIATED FUND ACTIVITY

The Exchange is a non-appropriated fund activity. No appropriated funds of the United States shall become due or be paid to the Concessionaire by reason of this Agreement.

ARTICLE XIV – RESPONSIBLE OFFICIAL

Day-to-day administration and technical direction of this Agreement will be the responsibility of a delegated officer of the Exchange. The Concessionaire will be notified in writing within 30 days of the execution of this Agreement of the individual who will serve in this capacity.

EXHIBIT A - SCHEMATIC

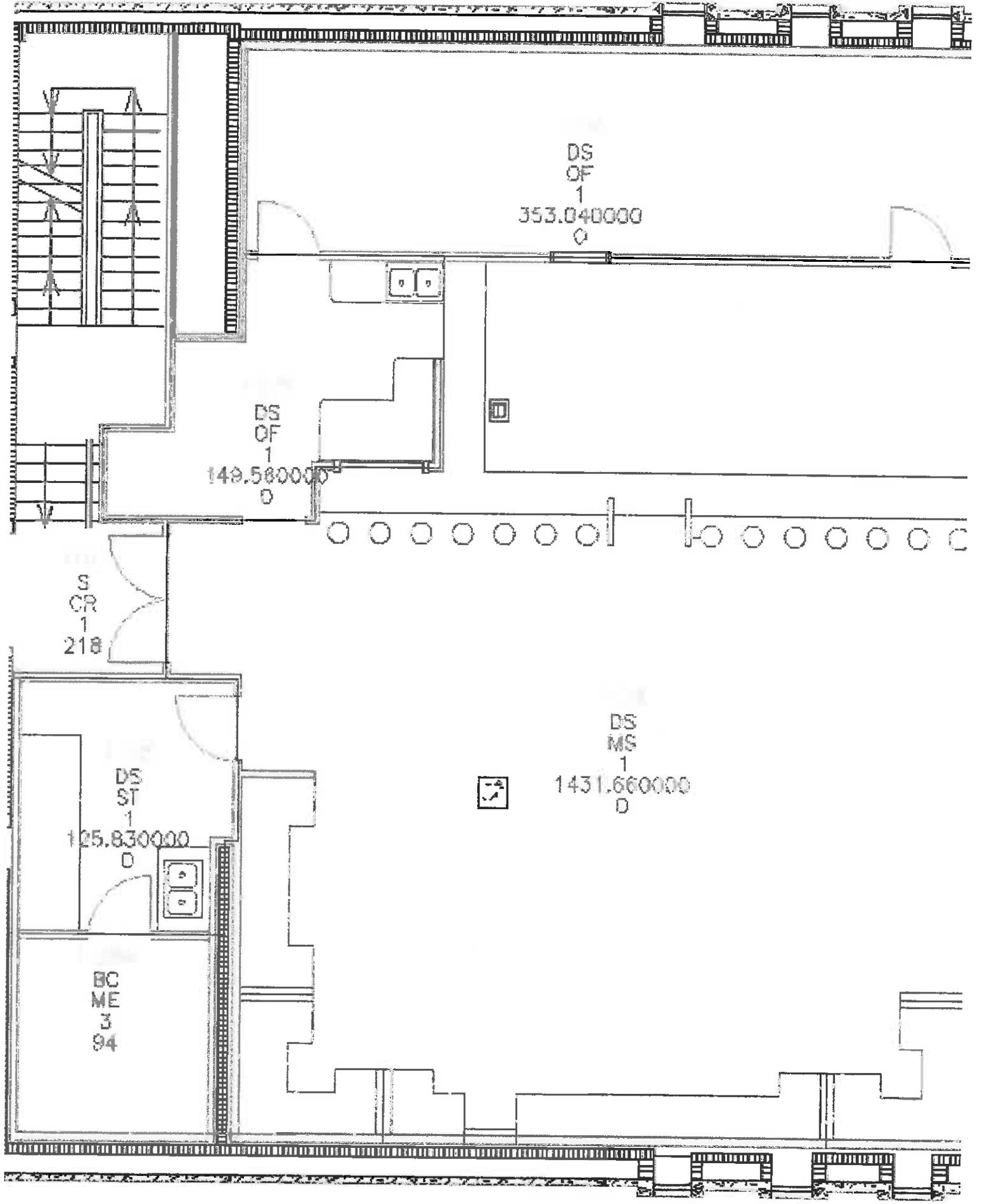


EXHIBIT B

PRICE LIST/MENU (To Be Provided by the Concessionaire)

EXHIBIT C – SERVICE CONTRACT ACT

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2301
Revision No.: 12
Date Of Revision: 06/13/2012

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.39
01012 - Accounting Clerk II		15.08
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		18.76
01040 - Court Reporter		14.61
01051 - Data Entry Operator I		10.76
01052 - Data Entry Operator II		12.08
01060 - Dispatcher, Motor Vehicle		15.59
01070 - Document Preparation Clerk		11.31
01090 - Duplicating Machine Operator		11.31
01111 - General Clerk I		11.03
01112 - General Clerk II		12.04
01113 - General Clerk III		13.67
01120 - Housing Referral Assistant		16.29
01141 - Messenger Courier		9.56
01191 - Order Clerk I		12.09
01192 - Order Clerk II		14.67
01261 - Personnel Assistant (Employment) I		13.54
01262 - Personnel Assistant (Employment) II		15.14
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.74
01280 - Receptionist		11.19
01290 - Rental Clerk		10.82
01300 - Scheduler, Maintenance		13.06
01311 - Secretary I		13.06
01312 - Secretary II		14.61
01313 - Secretary III		16.29
01320 - Service Order Dispatcher		12.47
01410 - Supply Technician		18.10
01420 - Survey Worker		13.80
01531 - Travel Clerk I		11.65
01532 - Travel Clerk II		12.37
01533 - Travel Clerk III		12.97
01611 - Word Processor I		13.29
01612 - Word Processor II		14.92
01613 - Word Processor III		16.69

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05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.73
05010 - Automotive Electrician	17.59
05040 - Automotive Glass Installer	16.90
05070 - Automotive Worker	16.90
05110 - Mobile Equipment Servicer	15.49
05130 - Motor Equipment Metal Mechanic	18.27
05160 - Motor Equipment Metal Worker	16.90
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.84
05250 - Motor Vehicle Upholstery Worker	16.20
05280 - Motor Vehicle Wrecker	16.90
05310 - Painter, Automotive	17.59
05340 - Radiator Repair Specialist	16.90
05370 - Tire Repairer	12.36
05400 - Transmission Repair Specialist	18.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.15
07041 - Cook I	10.34
07042 - Cook II	11.28
07070 - Dishwasher	8.77
07130 - Food Service Worker	8.41
07210 - Meat Cutter	13.16
07260 - Waiter/Waitress	8.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	13.10
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	13.94
09110 - Furniture Repairer, Minor	15.20
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.14
11060 - Elevator Operator	9.14
11090 - Gardener	12.62
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	10.96
11240 - Maid or Houseman	8.89
11260 - Pruner	10.35
11270 - Tractor Operator	12.20
11330 - Trail Maintenance Worker	10.96
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12010 - Ambulance Driver	14.53
12011 - Breath Alcohol Technician	15.99
12012 - Certified Occupational Therapist Assistant	18.30
12015 - Certified Physical Therapist Assistant	16.64
12020 - Dental Assistant	13.64
12025 - Dental Hygienist	26.82
12030 - EKG Technician	24.24
12035 - Electroneurodiagnostic Technologist	24.24
12040 - Emergency Medical Technician	14.53
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	15.99
12073 - Licensed Practical Nurse III	17.83
12100 - Medical Assistant	13.23

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12130	- Medical Laboratory Technician	13.98
12160	- Medical Record Clerk	12.63
12190	- Medical Record Technician	14.22
12195	- Medical Transcriptionist	13.85
12210	- Nuclear Medicine Technologist	30.24
12221	- Nursing Assistant I	9.73
12222	- Nursing Assistant II	10.94
12223	- Nursing Assistant III	11.94
12224	- Nursing Assistant IV	13.40
12235	- Optical Dispenser	15.66
12236	- Optical Technician	12.82
12250	- Pharmacy Technician	13.17
12280	- Phlebotomist	13.52
12305	- Radiologic Technologist	21.02
12311	- Registered Nurse I	22.23
12312	- Registered Nurse II	25.94
12313	- Registered Nurse II, Specialist	27.19
12314	- Registered Nurse III	32.89
12315	- Registered Nurse III, Anesthetist	32.89
12316	- Registered Nurse IV	39.42
12317	- Scheduler (Drug and Alcohol Testing)	19.82
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	16.83
13012	- Exhibits Specialist II	20.86
13013	- Exhibits Specialist III	25.61
13041	- Illustrator I	16.83
13042	- Illustrator II	20.86
13043	- Illustrator III	25.61
13047	- Librarian	23.09
13050	- Library Aide/Clerk	9.77
13054	- Library Information Technology Systems Administrator	20.86
13058	- Library Technician	12.78
13061	- Media Specialist I	15.05
13062	- Media Specialist II	16.83
13063	- Media Specialist III	18.77
13071	- Photographer I	12.74
13072	- Photographer II	14.25
13073	- Photographer III	17.66
13074	- Photographer IV	21.74
13075	- Photographer V	26.13
13110	- Video Teleconference Technician	14.62
14000	- Information Technology Occupations	
14041	- Computer Operator I	14.48
14042	- Computer Operator II	16.20
14043	- Computer Operator III	18.76
14044	- Computer Operator IV	20.07
14045	- Computer Operator V	22.22
14071	- Computer Programmer I	(see 1) 20.43
14072	- Computer Programmer II	(see 1) 25.30
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	14.48
14160	- Personal Computer Support Technician	20.07

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15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.76
15020 - Aircrew Training Devices Instructor (Rated)	33.59
15030 - Air Crew Training Devices Instructor (Pilot)	40.14
15050 - Computer Based Training Specialist / Instructor	27.76
15060 - Educational Technologist	34.22
15070 - Flight Instructor (Pilot)	40.14
15080 - Graphic Artist	19.42
15090 - Technical Instructor	19.73
15095 - Technical Instructor/Course Developer	22.52
15110 - Test Proctor	15.92
15120 - Tutor	15.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.97
16030 - Counter Attendant	8.97
16040 - Dry Cleaner	10.38
16070 - Finisher, Flatwork, Machine	8.97
16090 - Presser, Hand	8.97
16110 - Presser, Machine, Drycleaning	8.97
16130 - Presser, Machine, Shirts	8.97
16160 - Presser, Machine, Wearing Apparel, Laundry	8.97
16190 - Sewing Machine Operator	11.00
16220 - Tailor	11.65
16250 - Washer, Machine	9.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.58
19040 - Tool And Die Maker	21.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.50
21030 - Material Coordinator	18.74
21040 - Material Expediter	18.74
21050 - Material Handling Laborer	11.36
21071 - Order Filler	11.80
21080 - Production Line Worker (Food Processing)	15.50
21110 - Shipping Packer	12.52
21130 - Shipping/Receiving Clerk	12.52
21140 - Store Worker I	14.79
21150 - Stock Clerk	16.50
21210 - Tools And Parts Attendant	15.50
21410 - Warehouse Specialist	15.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.47
23021 - Aircraft Mechanic I	23.29
23022 - Aircraft Mechanic II	24.47
23023 - Aircraft Mechanic III	25.68
23040 - Aircraft Mechanic Helper	18.92
23050 - Aircraft, Painter	22.06
23060 - Aircraft Servicer	20.66
23080 - Aircraft Worker	21.56
23110 - Appliance Mechanic	18.58
23120 - Bicycle Repairer	12.36
23125 - Cable Splicer	22.88
23130 - Carpenter, Maintenance	17.95
23140 - Carpet Layer	14.76
23160 - Electrician, Maintenance	19.75
23181 - Electronics Technician Maintenance I	20.75
23182 - Electronics Technician Maintenance II	21.51

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23183 - Electronics Technician Maintenance III	22.25
23260 - Fabric Worker	17.20
23290 - Fire Alarm System Mechanic	20.09
23310 - Fire Extinguisher Repairer	16.49
23311 - Fuel Distribution System Mechanic	21.51
23312 - Fuel Distribution System Operator	16.76
23370 - General Maintenance Worker	14.91
23380 - Ground Support Equipment Mechanic	23.29
23381 - Ground Support Equipment Servicer	20.66
23382 - Ground Support Equipment Worker	21.56
23391 - Gunsmith I	16.49
23392 - Gunsmith II	17.92
23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.90
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.16
23430 - Heavy Equipment Mechanic	18.79
23440 - Heavy Equipment Operator	16.03
23460 - Instrument Mechanic	19.91
23465 - Laboratory/Shelter Mechanic	18.58
23470 - Laborer	11.36
23510 - Locksmith	18.22
23530 - Machinery Maintenance Mechanic	20.21
23550 - Machinist, Maintenance	18.65
23580 - Maintenance Trades Helper	15.22
23591 - Metrology Technician I	19.91
23592 - Metrology Technician II	20.59
23593 - Metrology Technician III	21.20
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.72
23760 - Painter, Maintenance	15.08
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.40
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	19.91
23870 - Scale Mechanic	17.92
23890 - Sheet-Metal Worker, Maintenance	18.08
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	24.20
23932 - Telecommunications Mechanic II	27.78
23950 - Telephone Lineman	20.70
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	18.90
23970 - Woodcraft Worker	19.91
23980 - Woodworker	17.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.61
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	11.01
24620 - Family Readiness And Support Services Coordinator	15.82
24630 - Homemaker	12.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.60
25040 - Sewage Plant Operator	16.13
25070 - Stationary Engineer	19.60

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25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	15.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.21
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	12.80
27010 - Court Security Officer	15.40
27030 - Detection Dog Handler	15.38
27040 - Detention Officer	12.80
27070 - Firefighter	17.64
27101 - Guard I	11.23
27102 - Guard II	15.38
27131 - Police Officer I	15.75
27132 - Police Officer II	17.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	12.75
28043 - Carnival Equipment Worker	9.60
28210 - Gate Attendant/Gate Tender	14.28
28310 - Lifeguard	12.19
28350 - Park Attendant (Aide)	15.97
28510 - Recreation Aide/Health Facility Attendant	11.66
28515 - Recreation Specialist	19.61
28630 - Sports Official	12.72
28690 - Swimming Pool Operator	17.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.56
29020 - Hatch Tender	19.81
29030 - Line Handler	19.81
29041 - Stevedore I	19.70
29042 - Stevedore II	21.36
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.91
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.82
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	18.35
30061 - Drafter/CAD Operator I	18.63
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.45
30064 - Drafter/CAD Operator IV	28.86
30081 - Engineering Technician I	16.25
30082 - Engineering Technician II	18.24
30083 - Engineering Technician III	20.44
30084 - Engineering Technician IV	25.28
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.41
30090 - Environmental Technician	23.70
30210 - Laboratory Technician	18.70
30240 - Mathematical Technician	25.12
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.54
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.92

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30390 - Photo-Optics Technician	25.12
30461 - Technical Writer I	24.33
30462 - Technical Writer II	27.26
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.45
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.59
31030 - Bus Driver	14.48
31043 - Driver Courier	12.79
31260 - Parking and Lot Attendant	8.66
31290 - Shuttle Bus Driver	13.37
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.37
31362 - Truckdriver, Medium	15.35
31363 - Truckdriver, Heavy	18.33
31364 - Truckdriver, Tractor-Trailer	18.33
99000 - Miscellaneous Occupations	
99030 - Cashier	8.64
99050 - Desk Clerk	9.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	13.56
99252 - Laboratory Animal Caretaker II	13.95
99310 - Mortician	22.74
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.77
99711 - Recycling Specialist	16.34
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.54
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	16.49
99831 - Surveying Aide	10.91
99832 - Surveying Technician	14.98
99840 - Vending Machine Attendant	13.25
99841 - Vending Machine Repairer	15.07
99842 - Vending Machine Repairer Helper	12.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 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

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the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

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in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is

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

The process for preparing a conformance request is as follows:

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

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

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

ATTACHMENT 5 - GOVERNMENT FURNISHED PROPERTY LIST

ECN	Equipment Description	Manufacturer Name	Model Number	Manufacturer Serial No.	Location	Acquisition Value
1940692	REFRIGERATOR	TRUETIME	T23	25049590	SS-1200	\$ 1,343.00
1940693	REFRIGERATOR	TRUETIME	T23	2572628	SS-1200	\$ 1,343.00
1940694	REFRIGERATOR, WORKTOP UNIT	TRUETIME	TWT-27	2397431	SS-1200	\$ 814.00
1940695	BASE, CHEF	TRUETIME	TRC8-79	2330795	SS-1200	\$ 2,590.00
1940700	STEAMER	DOVER CORP GROEN DIV	HY-3E	3E22119MS	SS-1200	\$ 2,437.00
1940701	ICE MAKING MACHINE	HOSHIZAKI AMERICA INC.	KM-1200MRE	J18016J	SS-1200	\$ 2,766.00
1940704	WARMER, FOOD	DUKE MFG CO	EP304M	3A00	SS-1200	\$ 929.00
1940706	WARMER, DRAWER	HATCO CORP	HDW-2	92564799J2	SS-1200	\$ 1,325.00
1940708	DISHWASHER	HOBART CORP FOOD SERVICE DIV	AM14	23-1029053	SS-1200	\$ 5,972.00
1940737	PANSE	GARLAND COMMERCIAL INDUS	SENTRY S686	N/A	SS-1200	\$ 4,945.00
1940792	FRYER	PITCO FRIALATOR INC	E14X	EO0BA00J52	SS-1200	\$ 8,296.00
1940946	GRILL, SANDWICH	STAR MF5 INTL INC	9D-GK14	GRC01937	SS-1200	\$ 489.00
1941020	REFRIGERATOR, FREEZER, WALK-IN	INTERNATIONAL COLD STORAGE CO	IDT812	41781	SS-1200	\$ 14,612.00
2158136	FREEZER, WORKTOP	TRUETIME	TWT-60F	2349791	SS-1200	\$ 1,739.00