

Notice To Offerors (READ THIS FIRST)

Stennis Space Center StenniSphere Restaurant Concessionaire Agreement

The purpose of this Notice is to solicit proposals for the establishment of restaurant services, in accordance with the Statement of Work (SOW) Attachment 2, at Stennis Space Center and identify the elements of the evaluation process.

Attachment 4 is a model Concessionaire Agreement that provides terms and conditions of the agreement between the parties.

Statistical Information

- There are approximately 5,000 people on-site
- Normal lunch breaks are as short as 30 minutes
- Previous Vendors: Average monthly sales are \$18,000
- Approximately 150 customers per day
- Standard Site Operating Hours: Monday-Friday 6 AM-6 PM
- Other NASA or NASA Exchange on-site food services:
 - PJ's Coffee Shop
 - SSC Snack Bar
 - Dat Kitchen
 - Facilities Contractor Operated Site Cafeteria

The result of the proposal evaluations and award process will be a Concessionaire Agreement with an initial term of three (3) years with two (2) additional one (1) year options between the NASA Exchange and the Concessionaire.

The proposal shall include:

- 1) Business Plan
- 2) Menu and Pricing
- 3) Layout and Design
- 4) Financial Information
- 5) Completed Past Performance Form for each Venue(Attachment 3)
- 6) Cost/Commission
- 7) Organizational Conflicts of Interest Form (Attachment 7)

EVALUATION CRITERIA

Proposals will be evaluated and award will be based on an integrated evaluation 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.

Technical Merit and Past Performance, when combined, are significantly more important than Cost/Commission.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Technical Merit

The Technical Merit factor consists of the following 4 sub-factors:

1. Business Plan

The evaluation team will evaluate the Business Plan and shall address the following factors:

- A timeline that identifies activities that shall occur from date of award to the restaurant being fully operational and open. Activities included, but not limited to, hiring plan, employee training/certifications, business permits/licensing, etc.
- Management and Operational Procedures
- Staffing Structure
 - Including Resume/Qualifications of the On-site Manager/Supervisor
- A plan for generating funds and sustaining business operation
- Additionally, the Business Plan shall demonstrate compliance and a comprehensive understanding of the work to be performed as defined in the SOW, Attachment 2 and Service Contract Act, Exhibit "C" of the Concessionaire Agreement.

2. Menu and Pricing

The evaluation team will evaluate the reasonableness of menu offerings and prices associated with the offerings. The menu including the established pricing will be incorporated as Exhibit "B" to the Concessionaire Agreement.

3. Layout and Design

The evaluation team will evaluate proposals to ensure that the proposal reflects a restaurant design utilizing the current configuration as shown in Exhibit A. Minimal modifications are acceptable. A timeline, identifying any renovation milestones, between award date and opening day, shall be included with any proposed modification to the space. The NASA Exchange prefers to limit the transition time in order to restore service to employees. Planned utility placement will be examined for reasonableness and for confirmation that any renovation work will be performed at the offeror's expense. The offeror's accepted schematic will be incorporated as Exhibit "A" to the Concessionaire Agreement.

4. Financial Information

- Bank/Financial Institution References – Name of Institution, Point of Contact, Phone Number, Address and/or email.
- Complete Financial Statements - including but not limited to a balance sheet, income statement and supporting documentation is required for each of your last three fiscal years.

The evaluation team will evaluate the financial information provided to ensure that the offeror demonstrates a solid understanding of the financial requirements needed to provide uninterrupted quality products and services. References will be checked to ensure adequate financial resources.

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.

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 approach, 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 with qualified staff. High quality food is offered at a reasonable price. Variety of menu items and/or variety of cuisine are offered. Reasonable timelines and milestones will clearly limit transition time. Demonstrates sufficient financial resources and independence.
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 offerings are adequate. Timelines and milestones may create a shorter transition time. Demonstrates financial stability and a solid understanding of the resources required.
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 and/or items are offered at an unreasonable price. 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 resources required.

Past Performance

5. Past Performance – Complete Past Performance Questionnaire, Attachment 3

The evaluation team will evaluate the offeror's performance at other venues. This factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, scope, and complexity to the requirements of this solicitation.

Further, the NASA Exchange may also consider information obtained from other sources when evaluating past performance.

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.

The evaluation team shall assign one of the following levels of confidence for the Past Performance factor:

<i>Very High Level of Confidence</i>	The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)
<i>High Level of Confidence</i>	The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)
<i>Moderate Level of Confidence</i>	The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. ** (There may be strengths or weaknesses or both.)
<i>Low Level of Confidence</i>	The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)
<i>Very Low Level of Confidence</i>	The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)
<i>Neutral</i>	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(ii) and (iv)).

Cost/Commission

6. The offeror is to propose a Concessionaire Fee, at a minimum of 6%, which is a percentage of the gross monthly sales (commission) to be paid to the NASA Exchange. Attachment 3, "Model Concessionaire Agreement"; Article VIII identifies the financial obligations of the offeror to the Exchange.

The evaluation team will evaluate this percentage to confirm that the offeror agrees to at least the minimum commission rate of 6%. Proposals failing to include this confirmation may be deemed ineligible for award. Proposals offering a higher commission rate will be deemed more favorable where the business plan demonstrates the offeror's ability to support a higher rate.

List of Attachments (7)

1. Tentative Schedule
2. Statement of Work
3. Past Performance Questionnaire
4. Model Concessionaire Agreement
 - a. Exhibit A – Schematic
 - b. Exhibit B – Menu and Pricing
 - c. Exhibit C – Wage Determination for Service Contract Act
5. Government Furnished Property Listing
6. Stennis Common Work Instruction (SCWI)
7. Organizational Conflict of Interest Questionnaire

ADDITIONAL INFORMATION

As general information, ALL offerors must submit (3) copies of the following: Business Plan, Menu and Pricing, Layout and Design, Financial Information, Completed Past Performance Forms and Cost/Commission. The successful offeror will have to provide the Exchange 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), Thursday, August 21, 2014 at 10:00 AM 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 Sarah Maine at Sarah.M.Maine@nasa.gov by 3:30 PM Wednesday, August 20, 2014 so that your names can be cleared through security. Effective July 21, 2014; all US Government Agencies are required to adhere to the REAL ID Act, phase two requirements. For visitors using state-issued ID to access controlled federal facilities, only driver's licenses or identifications cards that meet REAL ID standards may be used. 11 states, including LA, are not compliant with this standard therefore; other forms of identification can be utilized for access, including federal employee badges, passports, military identification cards or US Coast Guard Merchant Mariner Card, or Native American Tribal Document.

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 Sarah.M.Maine@nasa.gov, not later than 4:00 PM local time on Tuesday, August 26, 2014. 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
Monday, September 8, 2014.

The tentative award date is on or about October 3, 2014.

TENTATIVE SCHEDULE

Issue Solicitation (RFP)	Thursday, August 14, 2014
Conduct Site Visit	Thursday, August 21, 2014
Prospective Concessionaire Questions Due	Tuesday, August 26, 2014
NASA Response To Questions (Posted)	Tuesday, September 2, 2014
Proposals Due	Monday, September 8, 2014
NASA Evaluations Completed	Monday, September 22, 2014
Tentative Concessionaire Awarded	Friday, October 3, 2014

Statement of Work (SOW) NASA Exchange StenniSphere Restaurant

The John C. Stennis Space Center NASA Exchange is currently seeking an entity, referenced herein as "The Concessionaire," to operate and establish a restaurant, offering breakfast and lunch or lunch only, in the StenniSphere building at SSC complying with the following objectives:

- To provide for the efficient and effective operation of a restaurant.
- To provide high quality customer 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/or cuisines that will be appetizing, appealing and nutritious.
- To maintain a facility that adheres to excellent sanitation and safety standards, such as, Serve Safe or equivalent certification. See Attachment 6 as compliance with the Food Service Sanitation work instruction is required at SSC.
- To manage and operate all aspects of a restaurant, including, but not limited to, food purchase, preparation and service, marketing, advertising and staffing.
- Employ, train and supervise necessary personnel, all of whom must be citizens of the United States or resident aliens and meet appropriate security requirements.
- 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.

Period of Performance

Three (3) year from the effective date of the Concessionaire Agreement, plus two (2) additional one (1) year options.

PAST PERFORMANCE FORM

NAME OF CONTRACTOR PROPOSING: _____
 Prime Team Member Other (Describe)

1. COMPANY/AGENCY NAME: _____

Point of Contact: _____

Email: _____

Telephone: _____

2. Other Business Venues: _____

3. Describe Business Type: _____

4. Monthly Gross Income: \$ _____

5. PERIOD OF PERFORMANCE:

From: _____ To: _____

6. VENUE STATUS (if current, show percent complete; if terminated, explain why; if complete, so state)

7. DESCRIPTION OF THE WORK PERFORMED ("SCOPE", use additional pages as necessary):

REFERENCES PROVIDED ON THIS FORM MAY BE CONTACTED TO VERIFY AND RATE THE QUALITY OF WORK PERFORMED, INCLUDING BUSINESS RELATIONS, CUSTOMER SERVICE, AND ADHERANCE TO COST AND/OR SCHEDULE IN ACCORDANCE WITH THE FOLLOWING SCALE:

Rating	Definition
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**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, as assigned by the Exchange. The current area designated for the operation has been coordinated with both Parties and is noted in Exhibit A. It is understood that, should the current area identified for the operation become unavailable due to a determination by NASA or the Exchange, the Concessionaire shall relocate the operation within 30 days of written notice or within a reasonable period of time, as negotiated by the Parties. The Concessionaire’s relocation of the operation shall be at no cost to NASA or the Exchange.

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 in NASA Procedural Requirement (NPD) 8831.2, Facilities Maintenance and Operations Management
 - 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 surveys and provide Concessionaire with a 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, internet and wi-fi 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 visitors to SSC.
- 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 by the Exchange. Additionally, services need not be made available on designated Federal

holidays, on those occasions when SSC may be closed due to emergency conditions, or as otherwise notified by the Exchange.

- 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 in NPD 8831.2.
- 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. The term “gross sales” shall be exclusive of any Federal, state and local sales and use taxes. This sum shall be paid not later than the tenth day of each month.

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: Honey Spoon
Roy S. Estess Building, Room S180A
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 120 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.

ARTICLE XV – APPROVAL OF CONCESSIONAIRE AGREEMENT

This Agreement is subject to the approval of SSC's Center Director and _____ management official, with concurrence from SSC legal and financial representation. The Agreement will become effective upon the final signature and date on the last page of this document.

IN WITNESS WHEREOF, the Parties hereunto and to a duplicate hereof, set their hands and seals this day.

APPROVED:

EXCHANGE:

Chairman, NASA Exchange_____
Date

SSC:

Center Director, SSC_____
Date

CONCESSIONAIRE:

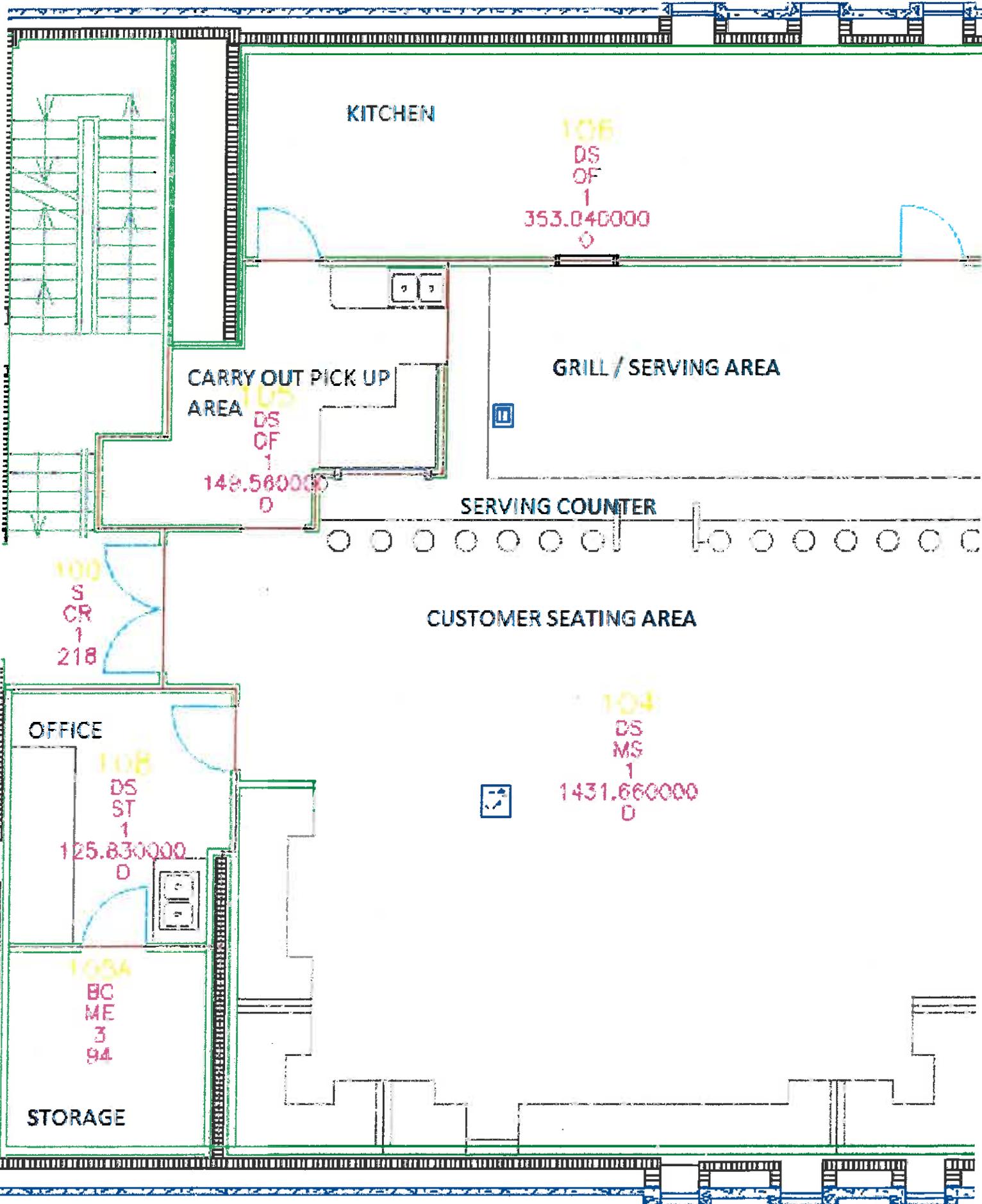
New Vendor Name_____
DateCONCUR:

SSC OCC:

Chief Counsel, NASA SSC_____
Date

SSC OCFO

Chief Financial Officer, NASA SSC_____
Date



KITCHEN

106
DS
OF
1
353.040000
0

CARRY OUT PICK UP
AREA

105
DS
OF
1
148.560000
0

GRILL / SERVING AREA

SERVING COUNTER

CUSTOMER SEATING AREA

100
S
CR
1
218

OFFICE

108
DS
ST
1
125.830000
0

STORAGE

103A
BC
ME
3
94

104
DS
MS
1
1431.660000
0

ATTACHMENT 4 - EXHIBIT B

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

Wage Determination.txt
ATTACHMENT 4 - EXHIBIT "C"

WD 95-0719 (Rev.-31) was first posted on www.wdol.gov on 08/05/2014
FL/HH/MS

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 Wage
Director Determinations

Wage Determination No: 1995-0719
Revision No: 31
Date Of Revision: 07/25/2014

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
Food & Lodging:		
07041 - Cook I		10.38
07042 - Cook II		12.17
07070 - Dishwasher		8.51
07130 - Food Service Worker		8.97
07260 - Waiter/Waitress		8.51
11060 - Elevator Operator		8.51
11210 - Laborer, Grounds Maintenance		8.97
11240 - Maid or Houseman		8.97
99030 - Cashier		8.97
99050 - Desk Clerk	(see 1)	8.97
Halfway House & Residential Community Treatment:		
01011 - Accounting Clerk I		10.94
01012 - Accounting Clerk II		11.65
01111 - General Clerk I		10.17
01311 - Secretary I		12.37
01611 - Word Processor I		10.17
07041 - Cook I		10.38
07042 - Cook II		12.17
07070 - Dishwasher		8.51
07130 - Food Service Worker		8.97
11150 - Janitor		8.97
11210 - Laborer, Grounds Maintenance		8.97
11240 - Maid or Houseman		8.97
23370 - General Maintenance Worker		11.00
27101 - Guard I		10.07
27102 - Guard II		10.54
99050 - Desk Clerk	(see 1)	10.17
Moving & Storage:		
21020 - Forklift Operator		10.38
21050 - Material Handling Laborer		9.36
21110 - Shipping Packer		10.38
21410 - Warehouse Specialist		10.38
31361 - Truckdriver, Light		10.38
31362 - Truckdriver, Medium		11.00
31363 - Truckdriver, Heavy		11.65

 ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 4 years; 3 weeks after 12 years; and 4 weeks after 20 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) Rates are applicable only under the appropriate occupational category.

** UNIFORM ALLOWANCE **

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

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

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

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

Wage Determination.txt

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

Government Furnished Property List

Attachment 5

ECN	Item Name	Manufacturer	Model No	Serial No	Year Manufactured	Building/Room	Acquisition Cost
1940701	ICE MAKING MACHINE	HOSHIZAKI AMERICA INC.	KM-1200MRE	1180161	1999	SS-1200 / CAFE	\$2,766.00
1940704	WARMER, FOOD	DUKE MFG CO	EP304M	3A00	1999	SS-1200 / CAFE	\$929.00
1940708	DISHWASHER	HOBART CORP FOOD SERVICE DIV	AM14	23-1029033	1999	SS-1200 / CAFE	\$5,972.00
1940737	RANGE	GARLAND COMMERCIAL INDUS	SENTRY 5686	N/A	1999	SS-1200 / CAFE	\$4,845.00
1940792	FRYER	PITCO FRIALATOR INC.	E14X	EO08A00252	1999	SS-1200 / CAFE	\$8,296.00
1941020	REFRIGERATOR, FREEZER, WALK-IN	INTERNATIONAL COLD STORAGE CO	IDT812	41781	2000	SS-1200 / CAFE	\$14,612.00
2344163	POWER SUPPLY, UNINTERRUPTIBLE	AMERICAN POWER CONVERSION CORP	SMT1000	7A1233D35092	2013	SS-1200 /	\$441.00
2344168	REFRIGERATOR, REACH-IN	TRUE MFG CO INC	T-23	7473342	2013	SS-1200 / KITCH	\$2,475.00
2344169	COOLER, REACH-IN	TRUE MFG CO INC	TWT-60F	7674176	2013	SS-1200 / KITCH	\$3,141.00
2344170	CHEF BASE, REFRIGERATED	TRUE MFG CO INC	TRCB-79	7499772	2013	SS-1200 / KITCH	\$5,198.00
2344171	REFRIGERATOR, REACH-IN	TRUE MFG CO INC	T-23	7397725	2013	SS-1200 / KITCH	\$2,475.00

ATTACHMENT 6



National Aeronautics and
Space Administration

John C. Stennis Space Center
Stennis Space Center, MS
39529-6000

SCWI-1250-0001
August 2009

John C. Stennis Space Center Food Services Sanitation

Stennis Common Work Instruction	SCWI-1250-0001	Basic
	<i>Number</i>	<i>Rev.</i>
	Effective Date: August 28, 2009	
	Review Date: August 28, 2014	
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Responsible Office: RA30 / Center Operations Directorate / Clyde Dease		
SUBJECT: Food Services Sanitation		

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SUBJECT: Food Services Sanitation		

1.0 Purpose

To provide safety and sanitation guidance for all food service and retail packaged food providers on site at NASA's Stennis Space Center (SSC), including contracted vendors and on-site concessionaires. It is the aim of this document to outline a general standard for food safety and sanitation requirements to which all site-wide food service providers must adhere and to reduce the risk of food borne illness.

2.0 Applicability

Applies to NASA, contractors, tenants, concessionaires, employees, visitors and to all food service providers, retailer, vendors, caterers, and employees of the permanent on-site cafeteria(s) – anywhere on SSC where food for human consumption is stored, prepared, packaged, vended, dispensed, and/or handled.

3.0 References

All references are assumed to be the latest version unless otherwise indicated.

20 U.S.C. 107, Operation of vending facilities.

34 CFR 395.32, Collection and distribution of vending machine income from vending machines on Federal property.

CFR Part 1910, Occupational Safety and Health Standards.

Diagnosis and Management of Food borne Illnesses, A Primer for Physicians and Other Health Care Professionals, and Introduction and Clinical Considerations. Web site:

http://www.ama-assn.org/ama1/pub/upload/mm/36/2004_food_introclin.pdf .

HACCP-Based Standard Operating Procedures (SOPs). Web site:

<http://sop.nfsmi.org/HACCPBasedSOPs.php> .

Hand Hygiene in Retail & Food Service Establishments. Web site:

<http://www.cfsan.fda.gov/~comm/handhyg.html>

Managing Food Safety: A Manual for the Voluntary Use of HACCP Principles for Operators of Food Service and Retail Establishments. Web site:

<http://www.cfsan.fda.gov/~dms/hret2toc.html> .

Managing Food Safety: A Regulator's Manual for Applying HACCP Principles to Risk-based Retail and Food Service Inspections and Evaluating Voluntary Food Safety Management Systems. Web site:

<http://www.cfsan.fda.gov/~dms/hret3toc.html> .

The Bad Bug Book. Web site: <http://www.cfsan.fda.gov/~mow/intro.html> .

Mississippi State Board of Health Division 100, Part 10

National Institute for Occupational Safety and Health (NIOSH) guidelines

NPD 1800.1B, NASA Occupational Health Program Procedures.

NPD 1801.3 NASA Organization. NASA Safety and Health Program Policy.

NPD 1820.1B, NASA Environmental Health Program.

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NPD 9050.6I, NASA Exchange and Morale Support Activities.
 NPR 8715.1, NASA Safety and Health Handbook, Occupational Safety and Health Programs.
 SPG 8715.1. "Safety and Health Procedural Requirements"
 U.S. Department of Agriculture's National Food Service Management Institute Hazard Analysis
 Critical Control Point (HACCP)-Based Standard Operating Procedures
 U.S. Department of Health and Human Services, Public Health Service, Food and Drug
 Administration, FDA Food Code, with changes (most recent edition). Web site:
<http://www.cfsan.fda.gov/~dms/foodcode.html> .
 U.S. Food & Drug Administration Food Service Standards
 U.S. Food and Drug Administration (FDA) *Food Code*
 U.S. Food and Drug Administration, Center for Food Safety and Applied Nutrition, Managing
 Food Safety: A Manual for the Voluntary Use of HACCP Principles for Operators of
 Food Service and Retail Establishments (July 2005). Web site:
<http://www.cfsan.fda.gov/~dms/hret2toc.html> .

Where conflicts between the latest FDA Food Code, this policy and any additional state or local "food code" requirements exist, whichever policy is most stringent shall be applied.

4.0 Responsibilities

4.1 NASA Center Operations Directorate (COD)

- a. Ensure a food inspection program is established, reviewed, evaluated and records maintained for all on-site food providers.
- b. Ensure that each on-site food provider develops and implements a HACCP or equivalent method of self-inspection and continuous improvement.
- c. Ensure that each food service provider's food safety plan identified potential hazards of significance and include preventive measures to ensure and improve food safety.
- d. Coordinate with appropriate SSC personnel and approve in advance any changes that may affect the Center's Food Safety Program requirements, including facility design.
- e. Determine on a case-by-case basis the granting of waivers from some or all NASA Food Safety Program requirements described in this policy. Authorizations may be withdrawn at any time for violations of the granted waiver or other regulatory noncompliance.
- f. Report to SSC Senior Management any major accident, incident or emergency involving a food safety violation or incident.

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g. Ensure that, where surveys or inspections indicated non-compliance with approved procedures and controls, the responsible shall correct all discrepancies and notify the NASA SEHO and the SSC Occupational Health Clinic when remediation has been completed.

4.2 Facility Operating Services Contractor (FOSC)

a. Provide support to the COD in establishing a food service inspection program and conducting inspections, reviewing and evaluating inspection data for all on-site food service providers.

b. Maintain records of food facility inspection reports. All records shall be available for review by the NASA SEHO or designee and federal, state and local food safety inspectors.

c. Verify adherence to reporting requirements outlined in the reference documentation listed above / below.

d. Verify that each food service provider's food safety plan identified potential hazards of significance and include preventive measures to ensure and improve food safety.

f. Review the design of new and redesigned facilities and recommend report to COD whether the design of the food establishment meets the principles outlined in state and local codes and the FDA Food Code, including whether they cannot be technically accomplished.

g. Report discrepancies to COD and make notification to COD, NASA SEHO and SSC Occupational Health Clinic discrepancies have been corrected.

4.3 Food Service Provider (including cafeteria managers, concession café managers, retail vendors, etc.)

a. Immediately advised the NASA SEHO and the SSC Occupational Health Clinic of major accidents, incidents or emergencies involving food safety.

b. Where surveys or inspections indicate non-compliance with approved procedures and controls, correct all discrepancies and notify the NASA SEHO and the SSC Occupational Health Clinic when remediation has been completed.

c. Ensure critical control points are established and their integrity preserved from the food products vendor to customer delivery point – through checklists, chain of custody documentation, etc. – on SSC.

d. Maintain records of food facility inspection reports. All records shall be available for review by the NASA SEHO or designee and federal, state and local food safety inspectors.

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- e. Adhere to reporting requirements outlined in the reference documentation listed above / below.
- f. Develops a method of self-inspection and continuous improvement.
- g. Provide that each food service provider's management institute active managerial control and purposefully incorporate specific actions or procedures into their food operations to attain control over food borne illness risk factors.
- h. Ensure that the food service provider's food safety plan identifies potential hazards of significance and include preventive measures to ensure and improve food safety.
- i. Coordinate with appropriate SSC personnel and obtain approval in advance of any changes that may affect the Center's Food Safety Program requirements.
- j. Ensure implementation of this policy by cafeteria managers, kitchen managers, concessionaire café' managers and retail managers.
- k. Comply with U.S. Department of Health and Human Services FDA Food Code.

4.4 Occupational Health Clinic

- a. Treat and advise food handlers regarding any symptoms of infections and/or communicable disease which may be present.
- b. Assess all food handlers returning to work after an illness related absence associated with any of the following conditions and assure clearance by an appropriate medical care provider.
 1. Norovirus, typhoid fever (*Salmonella typhi*),
 2. Shigellosis (*Shigella* spp.),
 3. E. Coli O157:H7 infection (or other EHEC/STEC (enterohemorrhagic or Shiga toxin-producing E. Coli)), or hepatitis A virus (hepatitis A));
 4. Symptoms of gastrointestinal illness such as diarrhea, fever, vomiting, jaundice, or sore throat with fever;
 5. A lesion, boil, or wound containing pus that is open or draining and is on the hands, wrists, or exposed portions of arms;
 6. Illness from consuming food that was implicated in or caused an outbreak.

5.0 Procedure

All food served or vended for human consumption shall be stored, handled, prepared, and dispensed in a manner that ensures food safety.

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Vermin shall be controlled to prevent the creation of health hazards to humans.

Constraints/controls imposed upon substances/operations subject to the provisions of this section shall be no less than those required by applicable regulatory authorities and shall include any additional special constraints deemed necessary by the "NIHM" - NASA Industrial Hygiene Manager.

All food served or vended at SSC shall be safely and properly prepared, clean and free of pathogenic organisms, contamination, and organic or inorganic toxins (including those of bacterial origins). This applies to transporting, storing, preparing, serving and vending food provided/available at SSC and component facilities.

Conduct a continuing program of inspection and surveillance of all food establishments by individuals who are qualified by certification or standardization to conduct inspection and surveillance to ensure that all food service establishments shall meet or exceed the minimum acceptable requirements established by NASA directives, as well as applicable Federal, State, and local regulations for the safe handling of food. Such inspections shall be performed under the requirements established by this section, the FDA Food Code, and other applicable Federal, State, and local regulations.

Remove from service or sale all food items suspected to be contaminated, unwholesome, or otherwise deemed unfit for consumption.

Review prepared food establishment design review packages that include proposed menu, equipment specifications, and equipment layout for any food facility to be newly constructed, remodeled, or reopened.

Review plans for temporary events and provide recommendations concerning food safety provisions.

Promptly notify a responsible individual in the event of an emergency such as a fire, flood, power outage, or similar event which might result in the contamination of food or that might prevent potentially hazardous food from being held at safe temperatures.

Ensure that training is provided to maintain certification requirements for all food service employees.

Maintain the most recent copy of the inspection form and have it available for review by inspection personnel and food installation customers.

Ensure all food handlers report to their designated medical clinic or designated medical care provider when any symptoms of infections and/or communicable disease are present.

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Ensure that organizations operating vending machines that dispense food or beverages provide the SSC Occupational Health Clinic with a list of on-site vending machines and their locations, where potentially hazardous food items are dispensed.

6.0 Records and Forms or Quality Records and Forms

All records generated by the following these policy requirements, including but not limited to those required by local, state or federal statute or regulation, and the most recent edition of the FDA Food Code, shall be maintained in accordance with NPR 1441.1, NASA Records Retention Schedules.

All records shall be available for review by the NASA SEHO or designee and the federal, state and/or local food safety inspectors.

All records and forms are assumed to be the latest version unless otherwise indicated. Quality Records are identified in the SSC Mater Records Index.

QUESTIONNAIRE

(FILL OUT AND SUBMIT WITH PROPOSAL)

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

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