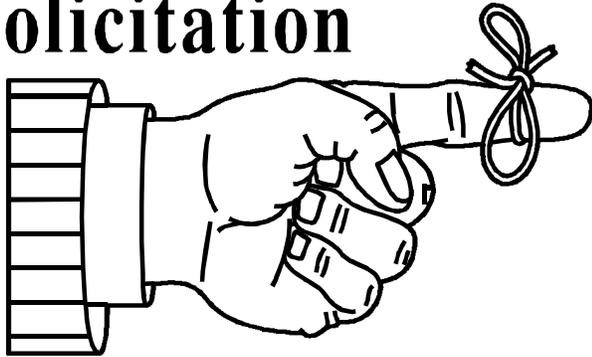


Notice Concerning Solicitation



OF-17 (OCT. 83)

FAR (48 CFR 53.214(g))

IMPORTANT — NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

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5017-103

INVITATION NO.

DATE OF OPENING

TIME OF OPENING

A.M.

P.M.

BID FOR

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SOLICITATION: GS-10P-99-LSC-0072
SERVICE: Food Services

LOCATION: Federal Aviation Administration, 1601 Lind Avenue SW, Renton, WA 98055

****PERIOD OF PERFORMANCE(see below): November 1, 1999 (OR DATE OF Notice to Proceed, WHICHEVER IS LATER)**
THROUGH October 30, 2004; WITH TWO 5-YEAR OPTIONS

SOLICITATION ISSUE DATE: 07/20/99
PROPOSAL DUE DATE/TIME: 08/25/99 4:30PM

NOTE: ANY QUESTIONS REGARDING THIS SOLICITATION MAY BE DIRECTED TO:

GENERAL SERVICES ADMINISTRATION
Facility Operations (Procurement))
400 - 15TH STREET SW (10PMM)
AUBURN, WA 98001-6599
ATTENTION: Barbara Roberson
(253) 931-7482

GSAR 515.406-1: UNIFORM CONTRACT ACT

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

GSA's hours of operation are 8:00 am to 4:30 pm. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

This solicitation and any documents related to this procurement will be available on the Internet. All contractors downloading the solicitation shall notify this office in writing (either by electronic mail or facsimile) in order to be placed on the plan holders' list. Contractors are responsible for downloading their own copy of the solicitation and amendments, if any. These documents will be in .pdf format and will reside on a World Wide Web (WWW) server, which may be accessed using a WWW browser application. The WWW address of the General Services Administration page is <http://www.eps.gov>. It is the contractor's responsibility to monitor this site for the release of the solicitation and amendments, if any. Contractors may register for electronic notification of postings to the site.

****The start date is an estimate. The food service facility is being remodeled with anticipated completion at the end of October of 1999.**

If you wish to bid, download the solicitation package and bid forms. Bid forms must be completed, signed and returned in **three original** copies to the office indicated in block 9 of the Standard Form 1449.

ATTACHMENT TO SF1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER GS-10P-99-LSC-0072	
7. FOR SOLICITATION INFORMATION CALL →		a. NAME Barbara Roberson			b. TELEPHONE NUMBER <i>(No collect calls)</i> (253)931-7482		6. SOLICITATION ISSUE DATE 07/20/99
9. ISSUED BY General Services Admin Facility Operations (Procurement) 400 15th Street S.W. (10PMM) Auburn, WA 98001		CODE		10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: NONE <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8 (A) SIC 5812 SIZE STANDARD 5 Million		11. DOMESTIC DELIVERY: FOB DESTINATION	12. DISCOUNT TERMS
15. DELIVER TO Federal Aviation Administration 1601 Lind Avenue SW Renton, WA 98055		CODE		16. ADMINISTERED BY Same as Block 9		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
17a. CONTRACTOR/OFFEROR NAME AND ADDRESS		FACILITY CODE		18a. PAYMENT WILL BE MADE BY General Services Administration NO PAYMENTS REQUIRED – REVENUE CONTRACT		13b. RATING	
TELEPHONE NO.		FAX NO.		DUNS		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Establish and operate the food service facilities described herein for the purpose of dispensing food, non-alcoholic beverages and such other items as may be authorized by the contracting officer in accordance with the terms of this contract. <i>(Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) <input checked="" type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT. EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	37. CHECK NUMBER
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY <i>(Print)</i>			
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (Prescribed by GSA - FAR (48 CFR) 5

ADDENDUM TO STANDARD FORM 1449

Block 17a DUN & BRADSTREET

DUN & BRADSTREET (DUNS) NUMBER: _____

Block 17b REMITTANCE ADDRESS

When the contractor wishes payments to be mailed to an address other than that shown on the Standard Form 1449, Solicitation/Contract/Order for Commercial Items insert the proper remittance address in the space provided below:

SERVICES, TERMS OF CONTRACT AND STATEMENT OF WORK

STATEMENT OF WORK

FOOD SERVICE AGREEMENT

Food Service, Schedule, & Sales: The Contractor will provide food services 5 days per week, Monday through Friday except holidays observed by the Federal Government. Hours of operation will be approximately 6:30 AM to 3:00PM but may be adjusted by agreement of the Contractor and the COR.

No modification or change to this Agreement shall be binding upon any party unless submitted in writing by the Contractor and agreed upon by the Contracting Officer(CO).

GSA and FAA grant the Contractor the right to control and operate all the food and beverage services and sales for the employees, guests, and invitees of Government, including but not limited to cafeteria, dining, catering, delivery at such prices and times of operation as set forth in the relevant program. The food services may include other services, and temporary locations or cart service if approved by the COR.

Prices. Prices for the sale of food services may be adjusted at the Contractors discretion without further notice in order to ensure viability of the operation. In the event the Contractor incurs material changes or costs to any of the operating charges, the Contractor may adjust prices proportionate to reflect the increases reflected by such changes.

Other Concessions Services. The Contractor shall have the right to operate and provide such other concession type services and product sales as agreed from time to time jointly by the COR and the Contractor.

Quality of Services. The Contractor shall supply services of good quality, on a timely basis, and with appropriate products in accordance with the terms herein.

Sanitation Services. The Contractor shall be responsible for such daily housekeeping and sanitation in the food preparation, storage, dining, serving, and other assigned areas of the premises consistent with the current Food Code Manual, Public Health Service, Publication (FDA) and any local Health Department most recent codes.

- (1) Cleaning kitchen, servery, and dining areas.

(2) Cleaning floors, walls up to 6 feet above floor level, and the interior & exterior of hoods(not flues), and other equipment and fixtures used by Contractor on food storage and preparation areas.

(3) Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on premises designated by COR.

Inspection of Services. GSA or FAA may inspect the services, without notice, on any day at any time at its sole discretion. The inspection will be conducted in a manner to avoid disruption to the services or the Contractor.

Staff for Services. The Contractor shall keep and maintain an adequate staff of qualified employees and agents for the performance of Services and related administration.

Identification/Building Pass: The contractor and each of his employees engaged in work under this contract shall execute and submit to the COR, Form FD-258, Fingerprint Chart, and Form SP-85P, Questionnaire for Public Trust Positions. Forms shall be provided by the COR and processed by FAA. In addition, all contractors and employees shall submit a Personal History Statement Form GSA176.

Employees without properly executed forms will not be allowed to work at the site.

All contractor personnel who receive favorable security clearances will be allowed to continue to perform work under the contract. Any individual who is found to be otherwise unsuitable will be removed from work under this contract.

Contractor personnel who have submitted Form FD-258 for work under other FAA contracts need not submit a new form IF the FD-258 form was originally processed within the previous two years.

The Contractor shall furnish a list of employees assigned to work this contract and shall keep this list current.

Contractor personnel are not authorized access to any area where classified information is used, stored, or processed. If visual, aural, or physical access to classified material is made, even inadvertently, by contractor personnel, they are required to be debriefed by the control point manager.

The site requires that contract employees wear FAA-supplied security badges, above the waist, on the front of the body, and on the outermost clothing, at all times while on the premises. Upon termination of employment, security badges shall be returned to the COR.

Inventory for Services. The Contractor shall provide or cause the provision of adequate and appropriate inventory sufficient for the performance of Services.

Equipment. The Contractor shall provide all equipment not provided by the GSA or FAA and necessary to provide services under this Agreement. *See attached equipment list.*

Contractor Performed Repairs: The operator shall continuously maintain in a satisfactory condition, all Contractor owned equipment and utensils used under this agreement.

Equipment Records: The Contractor shall acknowledge in writing to the COR receipt of all GSA or FAA-owned equipment listed. The list should be verified on location jointly by the Contractor and the CO or their Representative.

Marketing: The Contractor shall provide all merchandising and customer service programs to create interest and promote the services under this agreement

Independent Contractor. The Contractor shall perform such services as an independent

contractor on a profit and loss basis, with the Contractor receiving and retaining all income derived, and bear all costs incurred from operations and services under this agreement. Neither the Government nor the Contractor intends, and nothing contained in this Agreement shall be construed, to establish a partnership or joint venture between the parties.

Equipment Return Upon Termination of Contract Agreement. Promptly following end of term of contract or termination of this Agreement, the Contractor shall return all GSA or FAA provided equipment, in a similar condition, ordinary wear and tear excepted. Ordinary Wear and Tear shall have the meaning commonly attributed normal use that is not attributed to over-use, negligent or misuse.

Business Licenses, Taxes & Assessments. The Contractor shall pay, when due, all federal, state, local, and other governmental taxes or assessments in connection with the operation and performance of the Services. The Contractor shall pay, when due, all license and permit fees in connection with Services.

Compliance with Laws. The Contractor shall comply with all federal, state, and local laws applicable to their obligations. The Contractor shall keep in effect all necessary permits, licenses, and food handlers' cards and will post such permits where required.

Employees. The Contractor employees performing services or administrative work on premises shall be subject to all Federal rules and regulations.

Indemnification. The Contractor shall indemnify, defend, and hold harmless the Government from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent or willful act or omission of the Contractor or Contractor's representatives.

Insurance. The Contractor shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed operations, and business automobile coverage); and, workers' compensation (including employers' liability coverage).

Government Provided. Jointly GSA and FAA shall administer the performance of services under this agreement. The Government shall furnish, at its expense, the existing food service premises for use in the performances of this agreement:

Equipment. GSA and FAA shall provide existing equipment in the food preparation, storage, dining, and serving areas for the Contractor as reasonably necessary to sufficiently perform the food services, sanitation services, and other concessions type services conducted under this agreement.

Offices. The FAA shall provide office space in food service area, if available, for use by the Contractor. Contractor will supply all office furnishings and equipment necessary in the performance of this agreement.

Utilities. The FAA shall provide all utilities as identified in the Contractor or as reasonable and necessary for the use of the efficient performance of the Food Services, Sanitation Services, and such other services conducted under this agreement will be provided by the Government at no charge to the Contractor

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

Trash Removal: FAA will provide the removal of normal trash generated by the by the Contractor to an off site waste disposal. The Contractor will be required to deposit the daily trash generated by the food service operation at a location designated the COR. All food waste shall be first placed in appropriate plastic bags and tied or sealed to prevent foul odors or rodent and insect problems.

Rodent Control: The FAA shall provide services for the extermination of rodents and vermin in areas assigned the operator's.

FAA Performed Repairs: The FAA shall continuously maintain in a satisfactory condition, all Government owned equipment and utensils used under this agreement.

FAA Performed Maintenance: The FAA will be required to pay for and perform a preventive maintenance program consistent with current industry standards, or manufacturers recommendation for the type of equipment, on all food service equipment. Documentation of the performance of this maintenance shall be available for GSA review. In the event the a maintenance department or qualified maintenance personnel is not readily available, FAA is required to contract with a qualified equipment maintenance source.

Public Space: The Government reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Government employees or other assemblies: Provided, that after each use the space will be cleaned and rearranged without expense to the operator. FAA also reserves the right for their employees or visitors that use public dining and other authorized areas for individuals that bring their own lunch.

Vending Machines: Vending machines will not be part of this agreement unless an agreement can be reached mutually between the Washington State Department of Services for the Blind and the Contractor. If and agreement is reached, all must meet the income sharing criteria outlined under the Randolph Sheppard Act.

Weekends and Federal Holidays: No work shall be performed weekends or Federal holidays without prior approval of the Property Manager.

Permitted Termination. Notwithstanding the foregoing, this Agreement may be terminated effective upon 180 days' prior notice by either party to the other; or at any time after the occurrence of a default that is material to the whole of this Agreement.

PACKAGING AND MARKING

1. **Payment of postage and fees.** All postage and fees related to submitting information including, forms, reports, etc., to the CO or the contracting officer's representative (COR) shall be paid by the contractor.
1. **Marking.** All information submitted to the CO or the COR shall clearly indicate the contract number of the contract for which the information is being submitted.

INSPECTIONS AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

1. **Inspections.**
 - a. Facilities operated under the contract will be inspected periodically by representatives of the Government and, when circumstances warrant, by representatives of local health departments. After each inspection the operator will be advised of unsatisfactory conditions for which he/she is responsible. Deficiencies thus reported shall be corrected by the operator in timely period specified by such inspections or written justification for an extension of not more than one (1) full day.
 - b. The Government shall have the right to send its representative into areas assigned for the operator's use, at any time, for inspection or other purposes approved by the CO. Right is reserved to use dining areas and other public spaces at other than serving periods, for meetings of Government employees or other assemblies: PROVIDED, that after each such use the space will be cleaned and rearranged without expense to the operator.
 - c. The contractor will be subject to a periodic, unannounced audit of the food service facilities by a representative of the CO. The audit shall specifically include a comprehensive review of:

- (1) Service quality, attentiveness, courtesy, and similar factors.
- (2) Food quality, presentation, merchandising.
- (3) Sanitary practices and conditions.
- (4) Personnel appearance.
- (5) Training program techniques, schedules and records.
- (6) Safety conditions.
- (7) Menu compliance, as indicated in the minimum acceptable menu profile.
- (8) Portion sizes submitted in the business plan.
- (9) Cash Register tapes and sales records.

2. **Responsibilities of Government personnel.**

- a. **Contracting officer.** The CO has the overall responsibility for the administration of this contract. The CO alone, without delegation is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized representatives.
- b. **Contracting officer's representative.** The COR [Ms. Patti Jensen] is designated by the CO to assist in the discharge of the CO's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to; determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work.
- c. **Contract inspectors.** Contract inspectors are subordinates of the COR and are responsible for the day-to-day inspection and monitoring of the contractors work. The responsibilities of the contract inspector include, but are not limited to; inspecting the work to ensure compliance with the contract requirements; documenting, through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the contractor regarding any problems encountered in the performance of the work and generally assisting the COR in carrying out his/her responsibilities.

SPECIAL CONTRACT REQUIREMENTS

1. IDENTIFICATION/BUILDING PASS

SEE SCOPE OF WORK/FOOD SERVICE AGREEMENT

2. SECURITY CLEARANCE REQUIREMENTS (NON-CLASSIFIED CONTRACT)

Unless otherwise specified, the contractor will submit to the Contracting Officer's Representative within five work days before the starting date of the contract, one (1) completed Forms FD-258, "Fingerprinting Charts" and one (1) GSA Form 176, "Statement of Personal History" for the contractor and all employees who have access to the building in performance of the contract work. The fingerprint cards (FD 258) must be stamped, "**Federal Protective Service's ORI.**" These forms will be submitted for new and replacement employees before entrance on duty. Necessary forms will be furnished by the Government.

The FPS will conduct a name check utilizing the National Crime Information Center (NCIC) Interstate Identification Index (III) and wanted persons file. The name check will consist of the NCIC inquiry based on name, numeric identifier (birth date, Social Security Number, etc.) race,

and gender to determine the existence of a criminal record. The NCIC pre-employment check will be conducted no later than (2) working days after receipt of the required forms. If no negative information is received from the NCIC III check, the employee will be allowed to work on the contract. However, this check does not necessarily mean there is absolutely no criminal history record on the individual. The FD 258 fingerprint card findings will substantiate the final determination.

If the regional Federal Protective Service personnel receives evidence of any criminal information or a "hit" they will immediately advise the contract employee, contract employer, and the suitability requestor that a final suitability determination will be rendered pending the results of the FD 258 fingerprint classification and identification check from the Federal Bureau of Investigation (FBI). Until that check is completed, the individual in question will not be allowed access in the Federal building as a GSA contract employee.

A person who receives an unfavorable determination will be provided reasonable time (30 days) after the individual receives written notification that derogatory information is contained in the individual's background check which needs clarification. The employee may challenge the accuracy of the information contained in the FBI criminal history records; past employment history and/or State criminal history repositories; or provide additional facts, proof and supporting documents outlining any mitigating circumstances affecting any information maintained in the criminal history records the FBI obtained based on the individual's fingerprints or other records.

For employees cleared through this process while employed by a contractor who is subsequently replaced by another contractor, in the same building, the new contractor shall only be required to submit another set of these forms if the employee has not been cleared within the last **five** years, or if required by the Contracting Officer's Representative. All contract employees are required to be cleared every **five** years.

In emergency situation, such as when a replacement is needed for a long term contract employee, due to illness or other unforeseen events, a substitute contract employee may be granted access to the facility. The Property Manager must make arrangements to monitor the contract employee while performing the work if it is deemed necessary due to the sensitive area where services are provided.

3. **GSAR 552.228-75 Workmen's Compensation Laws (APR 1984)**. The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workmen's compensation laws to all lands and premises owned or held by the United States.

4. **FAR 52.228-5 Insurance - Work on a Government Installation (Jan 1997)**.

- a. The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective -- (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The contractor shall insert the substance of this clause, including this paragraph (c), in - subcontracts under this contract that requires work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the

Schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the CO upon request.

5. **Termination of contract.** Either party may terminate this contract without cause, by first giving the other party 180 days written notice of its intention to do so. In the event the contractor defaults or fails to observe the provisions of this contract and the agreements contained herein, at the option of the CO the contractor's rights under the contract and the occupancy of the Government premises shall there upon end and the Government, at its election, may terminate the contract and reenter the premises held by the contractor, without demand or notice, any notice to which the contractor would otherwise be entitled being hereby expressly waived.
 - a. **Losses and damages.** The contractor shall be responsible for all losses and damages to the Government resulting from the contractor's default or failure, but may remove or dispose of his equipment and property, subject to any Government liens on such equipment and property, to satisfy any claims against the contractor which are not satisfied by his surety.
 - b. **Government-owned equipment.** At the time of termination of this contract, or extensions thereof, all Government-owned equipment shall be returned to the Government in good condition, ordinary wear and tear excepted.
6. **Modification of contract.** Modifications of the terms of the contract may be made by mutual agreement in writing between the parties hereto. Any change which results in benefit to the contractor should be accompanied by an appropriate adjustment of the contract terms in favor of the Government. Conversely, if the change affects the contractor's operations to the extent that they are less profitable, it should be accompanied by an appropriate adjustment of the contract terms in the contractor's favor.
7. **Adjustments.** In the event the contractor is not realizing a reasonable profit or is incurring a loss, adjustments may be negotiated to permit a reasonable profit. For the purpose of this provision, a net profit of 4-6% will be considered a reasonable profit.
8. **Records.** The contractor shall maintain such accounting records in connection with operations under this contract as are satisfactory to the CO. The contractor shall take all necessary precautions to assure that all income received from any source is immediately recorded through cash register sales tickets and that all expenditures are supported by appropriate vouchers.
9. **Statement of wage rates and fringe benefits.**

Comparable rates:

The Service Contract Act of 1965, as amended, requires the contracting agency to state the comparable rates which employees would be paid if employed by the Government. These rates are for information only, and do not control the rates to be paid under the contract. The following classes of service employees expected to be employed under the contract would, if employed by the GSA, be paid not less than the following:

Employee Class	Hourly Monetary Wage	% of Basic Hourly Rate as Fringe Benefits
07080 Fast Food Shift Leader	\$13.15	Retirement 24.7%
07090 Fast Food Worker	\$12.64	Health Insurance 3.5%
		Life Insurance .5%

Sick Leave Provided By Law:

13 days of sick leave per year

Paid Holidays Provided By Law:

New Years Day	Independence Day	Veterans Day
Washington's Birthday	Labor Day	Thanksgiving Day
Memorial Day	Columbus Day	Christmas Day
Martin Luther Kings Birthday		

Vacations or Paid Leave as Provided By Law:

2 hours of annual leave each week for an employee with less than three years of service.

3 hours of annual leave each week for an employee with three but less than 15 years of service.

4 hours of annual leave each week for an employee with 15 or more years of service.

10. Wage determination. Offerors are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this solicitation must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination No. 94-2563 (Rev 14), dated 07/23/98 (**see Attachment 1**). This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR Part 4.

COMMERCIAL ITEMS CONTRACT CLAUSES INDEX
(updated 5/99)
(CLAUSES INCORPORATED BY REFERENCE)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <http://www.arnet.gov/far>.

<u>CLAUSE NO.</u>	<u>48 CFR REFERENCE</u>	<u>APPLICABLE CLAUSE TITLE</u>
1	52.204-6	Contractor Identification Number-Data Universal Numbering System (DUNS) Number (4/98)

52.212-4 Contract Terms and Conditions--Commercial Items. (May 1999)

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

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

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

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate on its offer.)

(4) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

___ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

___ (18) [Reserved]

___ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

___ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

___ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

___ (ii) Alternate I of 52.225-21.

___ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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

(Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (MAR 1998)

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

- 552.203-70 Restriction on Advertising
- 552.211-73 Marking
- 552.215-70 Examination of Records by GSA
- 552.215-72 Price Adjustment—Failure to Provide Accurate Information
- 552.219-71 Allocation of Orders—Partially Set-Aside Items
- 552.228-75 Workmen's Compensation
- 552.229-70 Federal, State and Local Taxes
- 552.232-8 Discounts for Prompt Payment

___552.232-23	Assignment of Claims
___552.232-70	Invoice Payments
___552.232-77	Availability of Funds
___552.232-78	Adjusting Payments
___552.232-79	Final Payment
___552.237-70	Qualifications of Offerors
___552.237-71	Qualifications of Employees

CONTRACT PROVISIONS:

52.212-1 Instructions to Offerors--Commercial Items (Aug 1998)

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

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

Instructions on submitting proposals. These instructions are in addition to the instructions listed in 1-11 above. Offerors shall submit an original and two copies of the proposal, prepared in such format and detail as to enable the Government to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offeror can meet the Government's requirements. Your proposal package shall be sealed in a envelope and should be affixed with the small tag (Optional Form 17). All envelopes shall clearly identify your firm name and address.

Contents of the proposal. Each proposal should be divided into two parts and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the GSA scoring sheet used in the evaluation will parallel the specified order. Both parts, properly identified, may be in the same binder or loose-leaf cover.

a. Part I - General Information. The general information portion of the submission should contain:

- (1) The offeror's SF-1449, Representations and Certifications and GSA Form 527.
- (2) Financial qualifications of offerors: Each offeror submitting a proposal on the work required by this contract is requested to submit with their offer evidence of their financial responsibility and capacity to carry out the terms of the contract. This information should be submitted on GSA Form 527, Contractor's Qualifications and Financial Information.
- (3) Insurance requirement. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. (See clause 52.228-5 Insurance - Work on a Government Installation.)

b. Part II - Specific Information.

- (1) Reputation. List the name and address of a minimum of two accounts that reflect the conditions as stated in this solicitation, under recent (within one year) and/or existing contract operations. List the name and title of the client contact, telephone number, opening date, building population, patronage, annual dollar value, profit and loss for contractual arrangements.
- (2) Experience. In addition to general background information and state experience in operating similar facilities of profit and loss type financial arrangements. State available regional and home office experience and operations in the geographical area that would enhance operations.
- (3) Resources. Provide your organization charts showing the chain of command of supervision and staff that will supplement your unit management. Provide background and qualifications of the on-site manager type to be assigned to the operation if you are awarded the contract and a brief resume on the key managers listed in the chain of command. Provide policies and procedures relative to employee and management training and customer service programs and indicate resources for providing backup.
- (4) Menu, Merchandising and Variety. Provide the complete menu cycle that you will implement, showing selling prices. Include your policy for featured specials, promotional events and merchandising practices. Summarize the number of daily items under each food category, such as number luncheon entrees, vegetables, salads, desserts, beverages, soups, bread and rolls, breakfast items, sandwiches, specials, grill items, etc.
- (5) Sanitation. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports. If you plan to subcontract any cleaning state which services and yearly cost projections.

- (6) Controls. Describe accounting systems and procedures to include information required in the contract. Include sample of management reports and other control checks with planned frequency schedules. Assure accounting system provides information on sales, meal counts, check averages, and cost per meal data. Demonstrate that internal audits are conducted on operational controls, financial statistics, methods, procedures, and systems. Assure the adequacy of control checks, reports, and frequent reporting schedules; and provide sample reports and schedules.
- (7) Menu, Item Portion Size and Price.. Provide a complete menu, item portion size and selling price list for each item.
- (8) Staffing. Provide a comprehensive and detailed color-coded daily staffing chart for the operation of this facility. Complete the attached Staffing Guide(attachment 4). Provide your organization charts showing the chain of command of supervision and staff that will supplement your unit management. Indicate any subcontracting of functions such as cleaning or maintenance services not contained in staffing chart.
- (9) Budget (pro forma). Provide a projected annual operating budget (profit and loss statement) with a written explanation of how each line was developed, including food list, labor cost, miscellaneous costs, administration costs and profit. Include the cost of all subcontracting. Your pro forma should be based on the number of business days projected by the Federal Government for a given year.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

- (i) Availability of requirements documents cited in the solicitation.
- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION

(a) The following definitions apply in this provision:

(1) "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

(2) "Deciding official" means the person chosen by the protester to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official for GSA.

(b) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed in writing with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2).

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest. . The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(d) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(g) The protester has only one opportunity to support or explain the substance of its protest: either orally, in writing, or orally confirmed in writing. GSA procedures do not provide for any discovery. The deciding official may request additional information from either the protester or the agency. Any written response by the agency to the protest must be filed five (5) days after the filing of the protest. Any additional information that either party wants to submit in writing after the one-time oral arguments in support of the agency protest, must be received within two (2) days after the date of the oral arguments. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(i) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is orally communicated to protester, it will be confirmed in writing within three (3) days after the decision.

(k) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

52.212-2 Evaluation--Commercial Items (JAN 1999)

(a) The Government will make award to the responsible offeror whose offer conforms to the solicitation and receives the highest total point score. The State Licensing Agency (SLA) for the blind has turned this facility back to GSA and will not be in line for award. In the event two or more offerors are tied for the highest total point score, lots will be drawn to determine which offeror will be awarded the contract.

- (1) **Reputation.** The Government considers the reputation of the offeror in providing food services as indicated by the program office survey of services submitted in the offeror's proposal. The survey is conducted with clients of the offeror and Health and/or FDA survey reports.
- (2) **Experience.** The Government considers the experience of the offeror in food service and providing such service in comparable facility size and type, including contract and similar financial arrangements.
- (3) **Resources.** The Government considers the resources of the offeror's organizations, including management level staffing, training, customer service and proposed unit backup support.
- (4) **Menu, Merchandising and Variety.** The Government considers the offeror's provision of complete menu, variety, merchandising, and daily patterns.

- (5) **Sanitation.** The Government considers the offeror's practices that demonstrate conformance with food service standards.
- (6) **Controls.** The Government considers the offeror's accounting systems and effective management data which produces information on sales, meal counts, check averages, etc.
- (7) **Menu, Item Portion Size and Price.** The Government considers the offeror's menu, item portion size and price, and how it reflects service level requirement.
- (8) **Staffing.** The Government considers the offeror's staffing levels and pattern as it is required by the facility layout, menu, patronage, and sales. Also considered is the daily and weekly man-hour coverage for functions.
- (9) **Budget (pro forma).** The Government considers the offeror's proposed total operating budget and backup data as it relates to the proposal, and its realistic projection of sales, cost, and profit.

Proposals will be evaluated and scored on the above evaluation factors. The factors Reputation and Experience each are one and one-half times as important to the Government in the evaluation as any other single category. The other categories are not listed in relative order of importance.

(b) Reserved

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

Approximately 30 days after notice of award, the contractor shall organize the business, procure the necessary equipment and have a complete organization ready to begin full operation as provided herein. The specific beginning date is to be designated by the contracting officer. The contract shall be for a period of 5 years effective with the beginning date specified in the Notice to Proceed, subject, however to the rights of termination set forth in the termination clauses. At the option of the Contracting officer, it may be extended thereafter for terms of from 1 to five years, provided that the Contracting Officer shall give written notice to the contractor at least 180 days before the contract, or any extensions thereof, would otherwise expire. In no event shall the contract period, as extended, exceed a period of 15 years from the beginning date of the original contract.

52.212-3 Offeror Representations and Certifications--Commercial Items (May 1999)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 – 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 – 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 – 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 – 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 750 – 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) *General.* The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) Previous contracts and compliance. The offeror represents that--

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item Number	Country of Origin

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item Number	Country of Origin

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

[Insert line item numbers]

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Alternate II (Oct 1998). Provision applicable to small disadvantaged business procurements.

(iii) *Address.* The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Jan 1999) Provision applicable to HUBZone procurements.

(9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents as part of its offer that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offer shall enter the name or names of HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has , has not submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

LISTING OF ATTACHMENTS

Attachment 1	Wage Determination No. 97-2563, Rev. 14, dated 07/23/98
Attachment 2	Equipment List
Attachment 3	GSA Form 527
Attachment 4	Staffing Guide
Attachment 5	Concessions Pro-Forma Budget
Attachment 6	Artists Drawings – 4 Views

ATTACHMENT 1

Page 1

|
 REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMIN
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | Washington, D.C. 20210
 |

Wage Determination No.: 94-2563
 Revision No.: 14
 Date of Last Revision: 07/23/1998

Division of Wage Determinations|

| State(s): Washington

| Areas: Washington COUNTIES OF **King**, Snohomish, Whatcom

** Fringe Benefits Required For All Occupations Included In
 This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
---------------------------	---------------------

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 9.21
01012 Accounting Clerk II	\$ 10.33
01013 Accounting Clerk III	\$ 12.01
01014 Accounting Clerk IV	\$ 14.75
01030 Court Reporter	\$ 12.43
01050 Dispatcher, Motor Vehicle	\$ 12.43
01060 Document Preparation Clerk	\$ 10.98
01070 Messenger (Courier)	\$ 8.27
01090 Duplicating Machine Operator	\$ 10.98
01110 Film/Tape Librarian	\$ 10.65
01115 General Clerk I	\$ 8.27
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.98
01118 General Clerk IV	\$ 12.95
01120 Housing Referral Assistant	\$ 13.83
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 12.26
01191 Order Clerk I	\$ 8.48
01192 Order Clerk II	\$ 10.10
01261 Personnel Assistant (Employment) I	\$ 9.48
01262 Personnel Assistant (Employment) II	\$ 10.65
01263 Personnel Assistant (Employment) III	\$ 13.03
01264 Personnel Assistant (Employment) IV	\$ 13.80
01270 Production Control Clerk	\$ 13.83
01290 Rental Clerk	\$ 10.65
01300 Scheduler, Maintenance	\$ 10.65
01311 Secretary I	\$ 10.65
01312 Secretary II	\$ 12.43
01313 Secretary III	\$ 13.83
01314 Secretary IV	\$ 15.34
01315 Secretary V	\$ 19.35

01320 Service Order Dispatcher	\$ 10.65
01341 Stenographer I	\$ 11.63
01342 Stenographer II	\$ 13.06
01400 Supply Technician	\$ 15.34
01420 Survey Worker (Interviewer)	\$ 12.43
01460 Switchboard Operator-Receptionist	\$ 9.70
01510 Test Examiner	\$ 12.43
01520 Test Proctor	\$ 12.43
01531 Travel Clerk I	\$ 8.92
01532 Travel Clerk II	\$ 9.39
01533 Travel Clerk III	\$ 9.89
01611 Word Processor I	\$ 10.88
01612 Word Processor II	\$ 12.21
01613 Word Processor III	\$ 16.47

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 11.31
03041 Computer Operator I	\$ 11.31
03042 Computer Operator II	\$ 12.16
03043 Computer Operator III	\$ 14.60
03044 Computer Operator IV	\$ 15.79
03045 Computer Operator V	\$ 17.48
03071 Computer Programmer I 1/	\$ 11.83
03072 Computer Programmer II 1/	\$ 15.40
03073 Computer Programmer III 1/	\$ 20.20
03074 Computer Programmer IV 1/	\$ 21.03
03101 Computer Systems Analyst I 1/	\$ 19.62
03102 Computer Systems Analyst II 1/	\$ 22.19
03103 Computer Systems Analyst III 1/	\$ 26.13
03160 Peripheral Equipment Operator	\$ 11.83

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 19.01
05010 Automotive Glass Installer	\$ 17.80
05040 Automotive Worker	\$ 17.80
05070 Electrician, Automotive	\$ 18.39
05100 Mobile Equipment Servicer	\$ 16.61
05130 Motor Equipment Metal Mechanic	\$ 19.01
05160 Motor Equipment Metal Worker	\$ 17.80
05190 Motor Vehicle Mechanic	\$ 18.96
05220 Motor Vehicle Mechanic Helper	\$ 16.00
05250 Motor Vehicle Upholstery Worker	\$ 17.21
05280 Motor Vehicle Wrecker	\$ 17.80
05310 Painter, Automotive	\$ 18.39
05340 Radiator Repair Specialist	\$ 17.80
05370 Tire Repairer	\$ 16.61
05400 Transmission Repair Specialist	\$ 19.01

Food Preparation and Service Occupations:

07010 Baker	\$ 11.42
07041 Cook I	\$ 10.66

07042 Cook II	\$ 11.42
07070 Dishwasher	\$ 9.06
07100 Food Service Worker (Cafeteria Worker)	\$ 9.06
07130 Meat Cutter	\$ 11.42
07250 Waiter/Waitress	\$ 9.51

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 20.35
09040 Furniture Handler	\$ 16.37
09070 Furniture Refinisher	\$ 20.35
09100 Furniture Refinisher Helper	\$ 17.63
09110 Furniture Repairer, Minor	\$ 18.88
09130 Upholsterer	\$ 20.38

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 9.06
11060 Elevator Operator	\$ 9.06
11090 Gardener	\$ 10.69
11121 Housekeeping Aide I	\$ 8.52
11122 Housekeeping Aide II	\$ 9.06
11150 Janitor	\$ 9.06
11210 Laborer, Grounds Maintenance	\$ 9.51
11240 Maid or Houseman	\$ 8.52
11270 Pest Controller	\$ 11.05
11300 Refuse Collector	\$ 9.06
11330 Tractor Operator	\$ 10.30
11360 Window Cleaner	\$ 9.51

Health Occupations:

12020 Dental Assistant	\$ 10.27
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 12.50
12071 Licensed Practical Nurse I	\$ 12.25
12072 Licensed Practical Nurse II	\$ 13.75
12073 Licensed Practical Nurse III	\$
12100 Medical Assistant	\$ 10.03
12130 Medical Laboratory Technician	\$ 10.03
12160 Medical Record Clerk	\$ 10.03
12190 Medical Record Technician	\$ 12.96
12221 Nursing Assistant I	\$ 6.67
12222 Nursing Assistant II	\$ 8.20
12223 Nursing Assistant III	\$ 8.95
12224 Nursing Assistant IV	\$ 10.04
12250 Pharmacy Technician	\$ 11.55
12280 Phlebotomist	\$ 10.03
12311 Registered Nurse I	\$ 17.27
12312 Registered Nurse II	\$ 21.06
12313 Registered Nurse II, Specialist	\$ 21.06
12314 Registered Nurse III	\$ 25.03
12315 Registered Nurse III, Anesthetist	\$ 25.03
12316 Registered Nurse IV	\$ 28.03

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 15.34
13011 Exhibits Specialist I	\$ 15.81
13012 Exhibits Specialist II	\$
13013 Exhibits Specialist III	\$ 22.17
13041 Illustrator I	\$ 15.81
13042 Illustrator II	\$ 18.03
13043 Illustrator III	\$ 22.17
13047 Librarian	\$ 19.35
13050 Library Technician	\$ 12.43
13071 Photographer I	\$ 12.78
13072 Photographer II	\$ 16.13
13073 Photographer III	\$ 18.03
13074 Photographer IV	\$ 22.17
13075 Photographer V	\$ 27.27

Laundry, Drycleaning, Pressing and Related Occupys:

15010 Assembler	\$ 7.07
15030 Counter Attendant	\$ 7.07
15040 Dry Cleaner	\$ 9.42
15070 Finisher, Flatwork, Machine	\$ 7.07
15090 Presser, Hand	\$ 7.07
15100 Presser, Machine, Drycleaning	\$ 7.07
15130 Presser, Machine, Shirts	\$ 7.07
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 7.07
15190 Sewing Machine Operator	\$ 10.13
15220 Tailor	\$ 10.81
15250 Washer, Machine	\$ 7.84

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 20.38
19040 Tool and Die Maker	\$ 22.87

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 18.07
21020 Material Coordinator	\$ 16.97
21030 Material	\$ 16.97
21040 Material Handling Laborer	\$ 14.45
21050 Order Filler	\$ 10.69
21071 Forklift Operator	\$ 14.83
21080 Production Line Worker (Food Processing)	\$ 13.73
21100 Shipping/Receiving Clerk	\$ 12.59
21130 Shipping Packer	\$
21140 Store Worker I	\$ 11.94
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 14.23
21210 Tools and Parts Attendant	\$ 14.18
21400 Warehouse Specialist	\$ 13.73

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 20.98
23040 Aircraft Mechanic Helper	\$ 17.63
23050 Aircraft Quality Control Inspector	\$ 26.60
23060 Aircraft Servicer	\$ 18.88
23070 Aircraft Worker	\$ 19.72
23100 Appliance Mechanic	\$ 20.35
23120 Bicycle Repairer	\$ 18.25
23125 Cable Splicer	\$ 20.98
23130 Carpenter, Maintenance	\$ 20.35
23140 Carper Layer	\$ 20.35
23160 Electrician, Maintenance	\$ 22.66
23181 Electronics Technician, Maintenance I	\$ 17.76
23182 Electronics Technician, Maintenance II	\$ 19.05
23183 Electronics Technician, Maintenance III	\$ 23.49
23260 Fabric Worker	\$ 18.88
23290 Fire Alarm System Mechanic	\$ 20.98
23310 Fire Extinguisher Repairer	\$ 18.25
23340 Fuel Distribution System Mechanic	\$ 20.98
23370 General Maintenance Worker	\$ 17.26
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 20.98
23430 Heavy Equipment Mechanic	\$ 20.98
23440 Heavy Equipment Operator	\$ 20.98
23460 Instrument Mechanic	\$ 20.98
23470 Laborer	\$ 9.99
23500 Locksmith	\$ 20.25
23530 Machinery Maintenance Mechanic	\$ 21.01
23550 Machinist, Maintenance	\$ 20.26
23580 Maintenance Trades Helper	\$ 17.63
23640 Millwright	\$ 20.98
23700 Office Appliance Repairer	\$ 20.35
23740 Painter, Aircraft	\$ 20.35
23760 Painter, Maintenance	\$ 20.35
23790 Pipefitter, Maintenance	\$ 21.87
23800 Plumber, Maintenance	\$ 20.35
23820 Pneudraulic Systems Mechanic	\$ 20.98
23850 Rigger	\$ 20.98
23870 Scale Mechanic	\$ 19.72
23890 Sheet-Metal Worker, Maintenance	\$ 20.98
23910 Small Engine Mechanic	\$ 17.92
23930 Telecommunications Mechanic I	\$ 20.98
23931 Telecommunications Mechanic II	\$ 21.61
23950 Telephone Lineman	\$ 20.98
23960 Welder, Combination, Maintenance	\$ 20.98
23965 Well Driller	\$ 20.98
23970 Woodcraft Worker	\$ 20.98
23980 Woodworker	\$ 18.25

Personal Needs Occupations:

24570 Child Care Attendant	\$ 6.77
24580 Child Care Center Clerk	\$ 8.44

24600 Chore Aide	\$ 8.75
24630 Homemaker	\$ 13.48

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 20.98
25040 Sewage Plant Operator	\$ 20.35
25070 Stationary Engineer	\$ 20.98
25190 Ventilation Equipment Tender	\$ 17.63
25210 Water Treatment Plant Operator	\$ 20.35

Protective Service Occupations:

27004 Alarm Monitor	\$ 12.18
27006 Corrections Officer	\$ 15.60
27010 Court Security Officer	\$ 18.61
27040 Detention Officer	\$ 15.60
27070 Firefighter	\$ 18.89
27101 Guard I	\$ 6.77
27102 Guard II	\$ 12.18
27130 Police Officer	\$ 21.35

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 15.28
28020 Hatch Tender	\$ 15.28
28030 Line Handler	\$ 15.28
28040 Stevedore I	\$ 14.76
28050 Stevedore II	\$ 15.78

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.49
29011 Air Traffic Control Specialist, Station 2/	\$ 16.88
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.60
29023 Archeological Technician I	\$ 13.01
29024 Archeological Technician II	\$ 14.56
29025 Archeological Technician III	\$ 18.03
29030 Cartographic Technician	\$ 18.03
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 19.62
29040 Civil Engineering Technician	\$ 18.03
29061 Drafter I	\$ 10.88
29062 Drafter II	\$ 12.78
29063 Drafter III	\$ 16.60
29064 Drafter IV	\$ 18.03
29081 Engineering Technician I	\$ 12.43
29082 Engineering Technician II	\$ 13.95
29083 Engineering Technician III	\$ 16.76
29084 Engineering Technician IV	\$ 20.69
29085 Engineering Technician V	\$ 24.91
29086 Engineering Technician VI	\$ 30.14
29090 Environmental Technician	\$ 16.54
29100 Flight Simulator/Instructor (Pilot)	\$ 22.19
29150 Graphic Artist	\$ 19.61

29160 Instructor	\$ 15.86
29210 Laboratory Technician	\$ 14.16
29240 Mathematical Technician	\$ 18.03
29361 Paralegal/Legal Assistant I	\$ 12.43
29362 Paralegal/Legal Assistant II	\$ 15.34
29363 Paralegal/Legal Assistant III	\$ 16.94
29364 Paralegal/Legal Assistant IV	\$ 22.70
29390 Photooptics Technician	\$ 18.03
29480 Technical Writer	\$ 17.20
29491 Unexploded Ordnance Technician I	\$ 15.56
29492 Unexploded Ordnance Technician II	\$ 18.83
29493 Unexploded Ordnance Technician III	\$ 22.57
29494 Unexploded Safety Escort	\$ 15.56
29495 Unexploded Sweep Personnel	\$ 15.56
29620 Weather Observer, Senior 3/	\$ 16.23
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.60
29622 Weather Observer, Upper Air 3/	\$ 14.60

Transportation/Mobile Equipment Operation Occupys:

31030 Bus Driver	\$ 16.15
31260 Parking and Lot Attendant	\$ 8.39
31290 Shuttle Bus Driver	\$ 9.91
31300 Taxi Driver	\$ 8.66
31361 Truckdriver, Light Truck	\$ 9.91
31362 Truckdriver, Medium Truck	\$ 16.15
31363 Truckdriver, Heavy Truck	\$ 16.95
31364 Truckdriver, Tractor-Trailer	\$ 16.95

(s3BMiscellaneous Occupations:(s0B

99020 Animal Caretaker	\$ 9.97
99030 Cashier	\$ 8.51
99041 Carnival Equipment Operator	\$ 10.30
99042 Carnival Equipment Repairer	\$ 10.70
99043 Carnival Worker	\$ 9.06
99050 Desk Clerk	\$ 10.44
99095 Embalmer	\$ 15.56
99300 Lifeguard	\$ 9.29
99310 Mortician	\$ 15.56
99350 Park Attendant (Aide)	\$ 11.67
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 9.29
99500 Recreation Specialist	\$ 14.45
99510 Recycling Worker	\$ 10.33
99610 Sales Clerk	\$ 9.29
99620 School Crossing Guard (Crosswalk Attendant)	\$ 9.06
99630 Sports Official	\$ 9.29
99658 Survey Party Chief (Chief of Party)	\$ 20.56
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 13.66
99660 Surveying Aide	\$ 9.97
99690 Swimming Pool Operator	\$ 11.42
99720 Vending Machine Attendant	\$ 10.33
99730 Vending Machine Repairer	\$ 10.42
99740 Vending Machine Repairer Helper	\$ 10.33

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

New SCA health & welfare single benefit rate is
HEALTH & WELFARE: **\$1.63 per hour** or \$65.20 per week or \$282.53 per
Month in accordance with DOL Memo **#192 effective 6/1/99.**

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 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 contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: 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)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

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 employee (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).

**** 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 \$4.25 per week (or \$.85 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be

paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

ATTACHMENT 2

Equipment List

Inventory of Foodservice Equipment		
DESCRIPTION	MANUFACTURER / MODEL	SERIAL NUMBER

Freezer	Beverage Air / CFG24-1	R404A
Garbage Disposal	Hobart / FD3-50	
Food Warmer	Hatco / GRFF	8297509712
Refrigerator	True / GDM47	1668992
Freezer	True / T23F	539938
Freezer (reach in)	McCall / 1045F	M26137
Refrigerator	Glenco Star / PQLR	NOT AT FACILITY
Ice Machine	Scotsman / CM450AE32E	31012211X
Cashier Stand	Vollrath / 36015	D5013NNN-E32
Beverage Counter	Vollrath / 36085D5013	NNNE-35
Steam Table	Vollrath / 36023D5013NNN	E33
Cashier Stand	Vollrath / 36015	D5013NNN-E32
Sink 2 Compartment	Lambertson /	
Sandwich Table	Beverage Air / 6012C	11560
Freezer	Beverage Air / CF24	1321018
Dishwasher	Hobart / C37269	275157145
Convection Oven	Hobart / CN85	07009677EK
Range with Stand	Hobart / CR-58	07014185YK
Deep Fryer	Hobart / c37260	070C496CJ
Toaster (conveyer)	Holman /	156920220396
Refrigerator	True / gdm49	1438136
Sink (hand wash)	Lambertson	
Work Table	Lambertson	
Work Table	Lambertson	
Work Stand	Lambertson	
Utility Cart	Rubbermaid / 3 shelf	

Refrigerator	Beverage Air / E SERIES	1321010
Soup Warmer	APW / CW1b	90016265
Soup Warmer	APW / CW1b	90016096
Freezer	True / C49K	17415522
Hot Dog Unit	Star / 174CB	17415522
Mixer (commercial)	Kitchen Aid / DSCM5d	D104854
Table (work)	Stainless 24X30 / SSP	
Food Warmer	Wells / HWSMP	IAI6172
Food Warmer	Wells / HWSMP	IAI6423
Work Table	Vollrath	
Food Slicer	Berkel / Model 827	B1189210401
Food Warmer	Duke / TAHIHFSSM	204087
Microwave Oven	MenuMaster / GSNAC7TP	005701
Refrigerator	Polar Quest / PXIR	MM408259A

ATTACHMENT 3

CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION

OMB No.: **3090-0007**
Expires: **10/31/2001**

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Financial Information Control Division (BCD), Office of Finance, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (3090-0007), Washington, DC 20503.

SECTION I - GENERAL INFORMATION

1A. NAME			2. TYPE OF ORGANIZATION (Check one)		
1B. STREET ADDRESS			A. SOLE PROPRIETORSHIP		F. LIMITED LIABILITY COMPANY
			B. GENERAL PARTNERSHIP		G. JOINT VENTURE
1C. CITY			C. LIMITED PARTNERSHIP		H. TRUST
			D. CORPORATION		I. OTHER (Specify below)
1D. STATE			E. SUBCHAPTER S CORPORATION		
1E. ZIP CODE			4. DATE ORGANIZATION ESTABLISHED		5. STATE OF INCORPORATION
3. TAXPAYER ID NUMBER			7. KIND OF PRODUCT OR SERVICE PROVIDED		
6. TRADE SYTLE NAME (Provide a copy of filing)			10. INVENTORY VALUATION METHOD		
8. FORMER BUSINESS NAME			A. LIFO		C. AVERAGE COST
9. KIND OF BUSINESS			B. FIFO		D. OTHER (Specify)
A. MANUFACTURER		D. RETAILER			
B. CONTRACTOR		F. OTHER (Specify)			
C. WHOLESALE					

11. OWNERSHIP INFORMATION-PARTNERS-PRINCIPAL STOCKHOLDERS-OTHERS

NAME	TITLE (If partner, state G(General) or L(Limited) in column)		% BUSINESS OWNED
	ACTUAL TITLE	G OR L	

12. PARENT COMPANY (If applicable)		13. IF "YES" TO ANY QUESTION BELOW, PROVIDE DETAILED INFORMATION IN SECTION VII, REMARKS		YES	NO
A. NAME		A. HAVE YOU, OR ANY OF YOUR AFFILITATES EVER FILED FOR BANKRUPTCY?			
B. CITY		B. DO YOU HAVE ANY JUDGMENTS, LIENS, OR PENDING SUITS?			
C. STATE		C. DO YOU HAVE ANY CONTINGENT LIABILITIES?			
		D. HAVE YOU OR ANY OF YOUR AFFILIATES DISC. BUSINESS OPER. W/OUTSTANDING DEBTS			

SECTION II - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS

14A. ARE YOU DELINQUENT ON ANY FEDERAL DEBT (OMB CIRCULAR A-129)
(If "Yes", provide detailed information, Section VII, Remarks) YES NO

14B. DO YOU OWE THE GOVERNMENT FOR ANY CONTRACT OR OTHER CLAIMS? YES NO

IF "YES", COMPLETE THE ITEMS BELOW

AGENCY	CLAIM AMOUNT	PAYMENT	MATURITY	BALANCE

15A. AGENCY INVOLVED WITH IN DELINQUENCY

15B. AMOUNT OF DELIQUENCY (\$)

16. ARE YOU CURRENTLY RECEIVING GOVERNMENT FINANCING? YES NO (Go to Section III)

17. COMPLETE ITEMS BELOW IF APPLICABLE

TYPE OF FINANCING	AUTHORIZED (\$)	IN USE (\$)	GOVERNMENT AGENCY INVOLVED
A. INDUSTRIAL REVENUE BONDS			
B. GUARANTEED LOANS			
C. ADVANCED PAYMENTS			
D. PROGRESS PAYMENTS			
E. OTHER (Specify)			

SECTION III - FINANCIAL STATEMENTS

Prepared Financial Statements **with notes** may be provided in lieu of completing Section III

When financial statements are prepared or certified by independent accountants and transcribed to this form, please furnish the name and address or accountant of accounting firm.

18. ARE YOU THE INCUMBENT CONTRACTOR FOR THIS SOLICITATION
 YES NO

19A. NAME			20. IF TRANSCRIBED STATEMENTS DIFFER FROM INDEPENDENT ACCOUNTANT'S, PLEASE DESCRIBE ADJUSTMENT IN SECTION VII, REMARKS. ALL OF THE LISTED FIGURES ARE:					
19B. STREET ADDRESS								
19C. CITY	19D. STATE	19E. ZIP CODE						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">ACTUAL</td> <td style="width:33%;">U.S. DOLLARS</td> </tr> <tr> <td>IN THOUSANDS</td> <td>FOREIGN CURRENCY (<i>Specify</i>)</td> </tr> <tr> <td>IN MILLIONS</td> <td></td> </tr> </table>						ACTUAL	U.S. DOLLARS	IN THOUSANDS
ACTUAL	U.S. DOLLARS							
IN THOUSANDS	FOREIGN CURRENCY (<i>Specify</i>)							
IN MILLIONS								
21. BALANCE SHEET AS OF (<i>Month, Day, Year</i>)		22. FISCAL YEAR ENDS (<i>Month, Day, Year</i>)		23. PREPARED STMTS. <input type="checkbox"/> ARE ATTACHED				

24. ASSETS		25. LIABILITIES AND NET WORTH	
A. Current Assets		A. Current Liabilities	
Cash		Accounts payable	
Short Term cash investments		Notes payable (current)	
Accounts receivable, less allowance for doubtful accounts of \$		Current portion of long term debt	
Inventories		Accrued expenses	
Other current assets (<i>Itemize below</i>)		Accrued taxes on income/excess profits	
		Other current liabilities (<i>Itemize</i>)	
Total Current Assets		Total Current Liabilities	
B. Property, Plant and Equipment		B. Other Liabilities	
Land		Mortgages	
Buildings and equipment		Bonds	
Leasehold improvements		Deferred income taxes	
Less accumulated depreciation and amortization		Other long term debt	
		Total Other Liabilities	
Total Property, Plant and Equipment		Total Liabilities	
C. Other Assets		C. Minority Interest in Subsidiary	
Investments in and advance to affiliated company			
Goodwill, less amortization		D. Net Worth	
Due from officer, employee		Preferred stock	
Other (<i>Itemize</i>)		Common stock	
		Additional paid-in capital	
		Retained earnings/owner's equity	
		Less, Treasury stock	
Total Other Assets		Total Net Worth	
D. TOTAL ASSETS		E. TOTAL LIABILITIES AND NET WORTH	

SECTION IV - INCOME STATEMENT

26. FROM (*Month, Day, Year*) 27. TO (*Month, Day, Year*)

28. INCOME

A. Net Sales		Minority Interest in Earnings of Subsidiaries	
Cost and Expenses		Total Costs and Expenses	
Cost of Goods Sold			
Depreciation and Amortization			
Selling, General, and Admin. Expenses		Earnings Before Taxes	
Interest Expense		Taxes on Income	
Other Expenses (<i>Itemize</i>)		Income Before Extraordinary Items	
		Extraordinary Gains (Losses) Net of Taxes	
	47	NET INCOME (LOSS)	

SECTION IV - BANKING AND FINANCE COMPANY INFORMATION
(Please attach a separate sheet using this format for any additional banks.)

ITEM	BANK 1				BANK 2			
29.Name of Bank								
30.Contact Person								
31.Phone Number	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.		
32.Fax Number	AREA CODE	NUMBER		AREA CODE	NUMBER			
33.Address	STREET ADDRESS			STREET ADDRESS				
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE		
34.Amount Owing (\$)								
35.Term Loans	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No			
36.Line of Credit	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No			
37. Maximum Amount Authorized (\$)								
38.Amount Outstanding (\$)								

39. Loans Secured by Company's Assets - Real and Personal Property

A.	SECURED PARTY NAME			CONTACT NAME			
	STREET ADDRESS		CITY	STATE	ZIP CODE		
	SECURING ASSETS			MATURITY DATE	MONTHLY PAYMENT (\$)		
B.	SECURED PARTY NAME			CONTACT NAME			
	STREET ADDRESS		CITY	STATE	ZIP CODE		
	SECURING ASSETS			MATURITY DATE	MONTHLY PAYMENT (\$)		
C.	SECURED PARTY NAME			CONTACT NAME			
	STREET ADDRESS		CITY	STATE	ZIP CODE		
	SECURING ASSETS			MATURITY DATE	MONTHLY PAYMENT (\$)		
D.	SECURED PARTY NAME			CONTACT NAME			
	STREET ADDRESS		CITY	STATE	ZIP CODE		
	SECURING ASSETS			MATURITY DATE	MONTHLY PAYMENT (\$)		

40. ARE ANY OF THE ASSETS SHOWN ON THE BALANCE SHEET PLEDGED OR MORTGAGED, EXCEPT AS STATED ABOVE? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Explain in Section VII, Remarks)</i>	41A. IF CONTRACTOR IS A PARTNERSHIP OR SOLE PROPRIETORSHIP, ARE THE INDIVIDUAL LIABILITIES OF THE PROPRIETOR(S) FOR FEDERAL AND STATE INCOME AND/OR EXCESS PROFIT TAXES INCLUDED ON THE BALANCE SHEET? <input type="checkbox"/> YES <input type="checkbox"/> NO	41B. TOTAL LIABILITY (\$) <input type="checkbox"/>
42. ARE YOU NOW IN OR PENDING DEFAULT ON ANY OBLIGATIONS, I.E., BANKS, FINANCIAL INSTITUTIONS, SUPPLIERS, OTHER? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Provide detailed information in Section VII, Remarks)</i>		

SECTION V - PRINCIPAL MERCHANDISE OR RAW MATERIAL SUPPLIER INFORMATION
(Please attach separate sheet(s) using this format for additional suppliers.)

43. PAST DUE ACCOUNTS PAYABLE (\$)

ITEM	44. SUPPLIER 1			45. SUPPLIER 2		
A. Name of Supplier						
B. Contact Person						
C. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
D. Fax	AREA CODE	NUMBER		AREA CODE	NUMBER	
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Amount Now Owing (\$)						
G. High Credit (\$)						

ITEM	46. SUPPLIER 3			47. SUPPLIER 4		
A. Name of Supplier						
B. Contact Person						
C. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
D. Fax	AREA CODE	NUMBER		AREA CODE	NUMBER	
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Amount Now Owing (\$)						
G. High Credit (\$)						

SECTION VI - CONSTRUCTION/SERVICE CONTRACTS INFORMATION (Public Buildings Service Contracts Only)

CONTRACTS IN FORCE

ITEM	48. CONTRACT 1			49. CONTRACT 2		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amt. (\$)						
F. % Completed						
G. Est. Comp. Date						

ITEM	50. CONTRACT 3			51. CONTRACT 4		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amt. (\$)						
F. % Completed						
G. Est. Comp. Date						

ITEM	52. CONTRACT 5			53. CONTRACT 6		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amt. (\$)						
F. % Completed						
G. Est. Comp. Date						

ITEM	54. CONTRACT 7			55. CONTRACT 8		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amt. (\$)						
F. % Completed						
G. Est. Comp. Date						

LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS

ITEM	56. JOB 1			57. JOB 2		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
E. Type of Work						
F. Contract Amt. (\$)						
G. Amount Sublet (\$)						

ITEM	58. JOB 3			59. JOB 4		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
E. Type of Work						
F. Contract Amt. (\$)						
G. Amount Sublet (\$)						

ITEM	60. JOB 5			61. JOB 6		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
E. Type of Work						
F. Contract Amt. (\$)	50					
G. Amount Sublet (\$)						

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

ITEM	62. SURETY COMPANY 1			63. SURETY COMPANY 2		
A. Company Name						
B. Contact's Name						
C. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
D. Fax	AREA CODE	NUMBER		AREA CODE	NUMBER	
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
64. PRESENT AMOUNT OF BONDING COVERAGE (\$)	65. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED <i>(If Yes, please provide detailed information in Remarks)</i>		65. DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS <i>(If Yes, please provide detailed information in Remarks)</i>			
	<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO			

SECTION VII - REMARKS

REMARKS *(Cite those sections of the form relating to your remarks. If additional space is required, attach additional sheet(s).)*

CERTIFICATION

For the purpose of establishing financial responsibility with, or procuring credit from the General Services Administration, we furnish the above as a true and correct statement of our financial condition and further certify that all other statements are true and correct. There has been no material change in the applicant's financial condition since the date of the above statement. We agree to notify you immediately in writing of any materially unfavorable change in our financial condition. In the absence of such notice or of a new and full financial statement, this is to be considered as a continuing statement.

NAME OF BUSINESS	BY <i>(Signature of Authorized Official)</i>	
	NAME OF AUTHORIZED OFFICIAL <i>(Type or print)</i>	DATE
	TITLE OF AUTHORIZED OFFICIAL <i>(Type or print)</i>	

ATTACHMENT 4

ATTACHMENT 4

STAFFING GUIDE

GOVERNMENT MODEL

PROPOSED FACILITY:

DATE:

REVISED DATE:

POSITIONS	POSITIONS PER DAY	HOURS PER DAY	(SEE #1) HOURS PER YEAR	(SEE #2) DOLLARS WAGE RATE	TOTAL DOLLARS PER YEAR
SUPERVISOR					
COOK II					
COOK I					
BAKERS					
GRILL COOK					
PREP/SERVER					
UTILITY					
DISHWASHER					
CASHIER					
SUB=TOTAL					
MANAGERS					
DIRECTOR					
MANAGER					
ASSISTANT MANAGER					
TOTALS PER YEAR LABOR/COST/ POSITIONS/ MANAGERS					

NOTES:

#1. THIS FIGURE INCLUDES VACATION HOURS.

#2 THIS U.S. DEPART. OF LABOR, DATED

#3.

#4.

ATTACHMENT 5

ATTACHMENT 5

CONCESSIONS PRO-FORMA BUDGET

PRO FORMA WORK SHEET

PROPOSED FACILITY:

DATE:

REVISED DATE:

PROFIT AND LOSS STATEMENT (GOVERNMENT MODEL)

TOTAL YEAR	TOTAL YEAR FOOD COST	TOTAL YEAR LABOR COSTS	TOTAL YEAR MISC COSTS	TOTAL YEAR GOV'T INCOME	TOTAL YEAR ADMIN COSTS	TOTAL YEAR PROFIT (-)
(\$)	\$	\$	\$	\$	\$	\$
SALES	%	%	%	%	%	%

SALES VOLUME PRO FORMA STATEMENT (GOVERNMENT MODEL)

DAY SHIFT MEAL	(SEE #1) BUILDING POPULATION	(SEE #1) (%) PATRON	(SEE #1) (%) PATRON	(SEE #1) CHECK & AVERAGE	(SEE #1) TOTAL SALES	(SEE #2) PER YEAR SALES
BREAKFAST						
LUNCH						

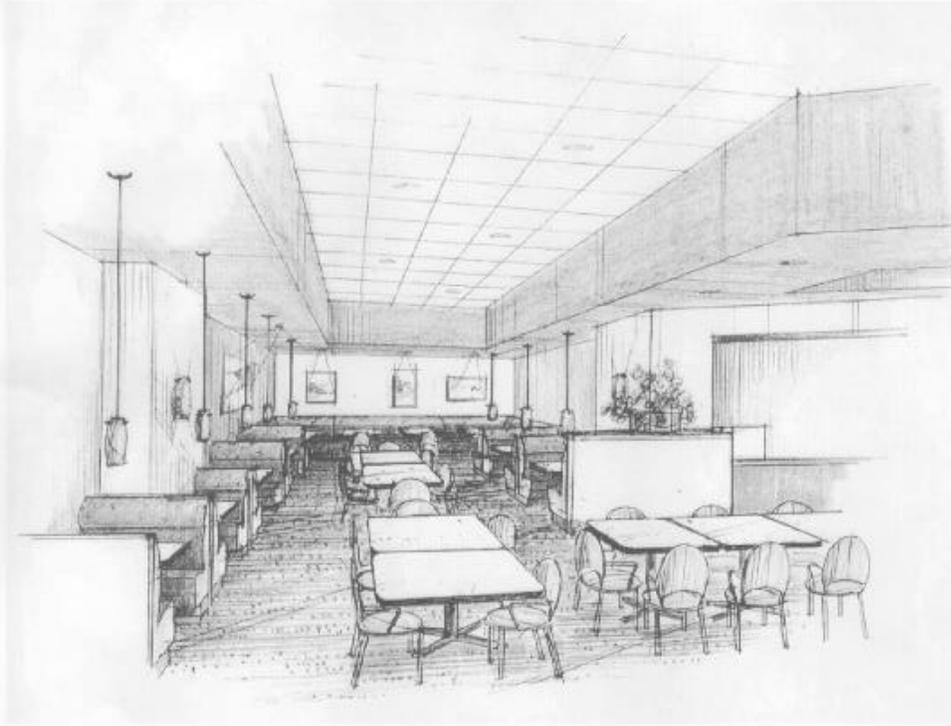
NOTES:

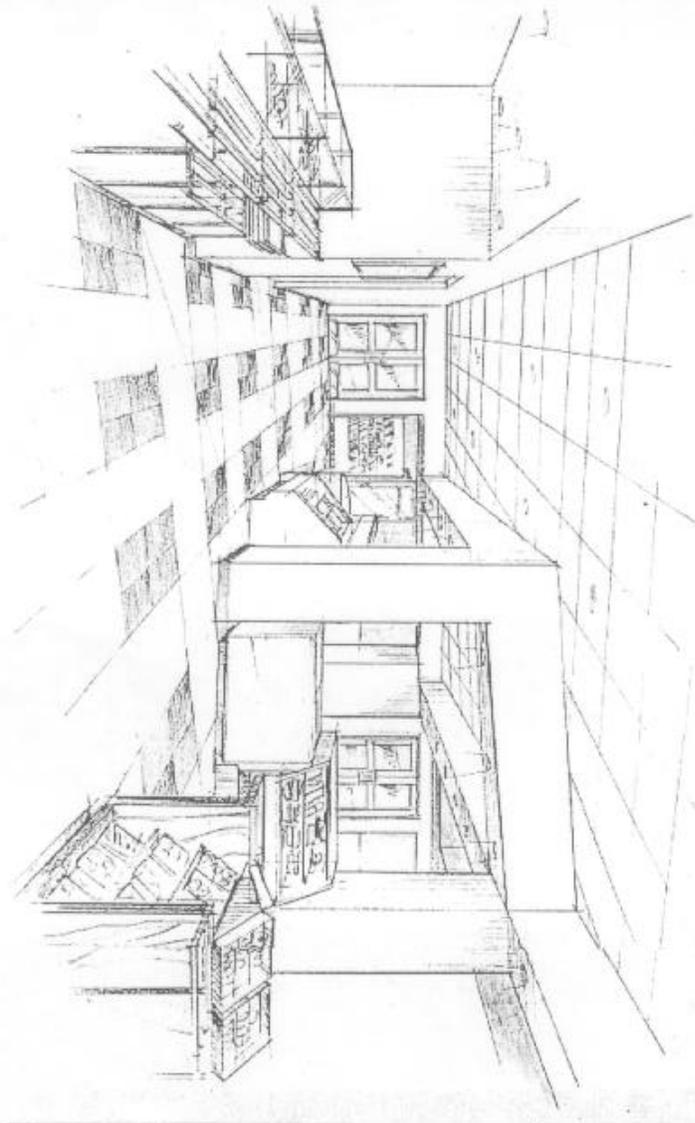
- #1. THIS FIGURE IS A 12 MONTHS AVERAGE
- #2. THE YEAR IS A 251 OPERATION DAY/YEAR.
- #3.
- #4.

ATTACHMENT 6

Artists Drawings – 4 Views

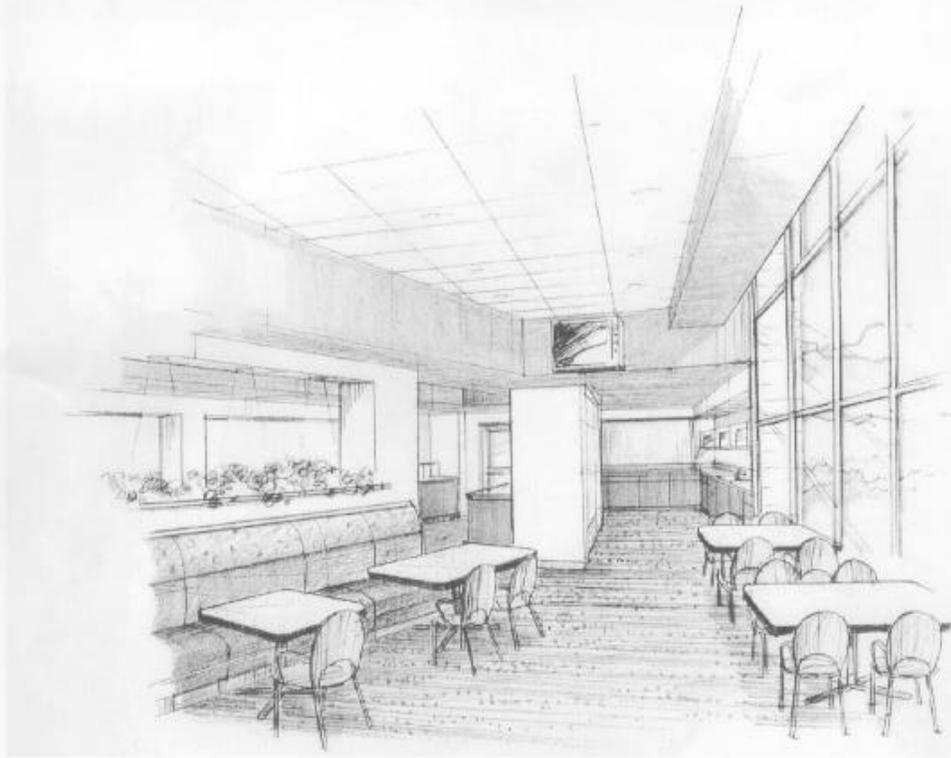
Cafe 1





Cap 2

Café 3



Cofe 4
SAMPLES
of Anticipated

