

Performance Work Statement

KSC Food Services Program

NASA Exchange

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PERFORMANCE WORK STATEMENT (PWS)

SECTION 1.0 DESCRIPTION OF SERVICES

1.1 Introduction

This Performance Work Statement (PWS) outlines the requirements for operating and managing a food service operation at the National Aeronautics and Space Administration (NASA) Kennedy Space Center (KSC). Food service operations are managed through the NASA KSC Exchange, a non-appropriated fund instrumentality of the Federal Government responsible for supporting employee morale and welfare through concession operations.

1.2 Background

NASA KSC, located on Merritt Island, Florida, is a secure federal installation that is not open to the general public. As a multi-user spaceport, KSC supports a workforce of approximately 14,000 NASA employees and contractor personnel who rely on convenient, high-quality food service throughout the workday. The NASA KSC Exchange administers and manages revenue-generating programs and services that enhance the morale, welfare, and efficiency of the KSC workforce. Food service operations are provided through concession agreements administered by the KSC Exchange to support the daily needs of employees, contractors, and authorized visitors.

1.3 Scope of Work

The Concessionaire shall provide all personnel, supervision, management, equipment (unless otherwise identified as Government-furnished), materials, supplies, and services necessary to successfully operate food service concessions in accordance with this PWS. The Concessionaire shall perform the requirements in this PWS and conform to the professional standards identified in this agreement and shall follow all applicable instructions and directives as identified by this PWS. Concessionaires will be responsible for all aspects of operations, including staffing, supplies, equipment (unless otherwise provided by the KSC Exchange), internet, point-of-sale systems, and compliance with all applicable laws, regulations, and contractual requirements. The Concessionaire shall submit reports and documentation as identified throughout this PWS. Requests for such reports and documentation and responses shall be coordinated through the KSC Exchange point of contact (POC).

1.4 Program Overview

The KSC Food Services Program (KFSP) is dedicated to providing high-quality food service that supports the morale, welfare, efficiency, and effectiveness of the KSC workforce who frequent the facilities. Depending on the awarded concession, services may include, but are not limited to: breakfast service, lunch service, grab-and-go service, catering, special events, online ordering, and other food service operations approved by the Exchange.

1.5 Food Service Locations

The KFSP consists of two primary food courts, the Central Campus Headquarters Building (CCHQ) and the Multi-Functional Facility (MFF), an additional food service facility located at the Operations & Check-Out Building (O&C), and catering kitchens. Food service facilities operate strictly on a cash/credit/debit card basis (cash must be accepted).

- a) CCHQ, M7-0301
 - Four (4) vendor service spaces
 - Modern commercial kitchen
 - Dining area
- b) MFF, K6-1145
 - Four (4) vendor service spaces
 - Existing kitchen
 - Dining area
- c) O&C, M7-0355
 - Two (2) vendor service spaces
 - Newly renovated kitchen
 - Dining area
- d) Catering Kitchens
 - Two (2) additional kitchens are available primarily for catering support

The Exchange reserves the right to add, remove, or reassign concession locations during the term of the agreement based on mission requirements or operational needs.

1.6 Government-Furnished Property, Facilities, Services

The KSC Exchange shall provide the Concessionaire access to the designated food service facilities and the Government-furnished property (GFP), facilities, and services necessary to support concession operations, as described below.

a) Facilities and Utilities

The Exchange shall provide, at no cost to the Concessionaire, the assigned food service space and associated utilities, including electrical service, water and wastewater, natural gas, heating, ventilation, and air conditioning (HVAC), and access to major building systems.

b) Facility Operations and Maintenance

The Exchange shall be responsible for the operation and maintenance of major facility systems, including structural components, fire protection systems, elevators (where applicable), and other building infrastructure. The Exchange shall also provide grease

trap maintenance, used oil disposal, pest control, janitorial services, emergency services, and facility inspections.

c) Administrative and Support Services

The Exchange shall provide required NASA training, telephone service, mail services, and security support, including personnel badging and facility access processing.

d) Government-Furnished Equipment

Existing Government-furnished equipment (GFE) provided for concession operations is identified in **Attachment E, Equipment (Property) List**. All equipment is provided "**as is,**" with no warranty expressed or implied. The Concessionaire shall inspect all Government-furnished equipment before use and immediately notify the Exchange of any deficiencies or inoperable equipment identified during the initial inspection.

SECTION 2.0 OPERATIONAL REQUIREMENTS AND SPECIFIC TASKS

2.1 Hours of Operation

Minimum operating hours are:

- a) Breakfast/Lunch
 - Monday-Friday
 - 7:00 a.m. – 2:00 p.m.
- b) Lunch Only
 - Monday-Friday
 - 10:30 a.m. – 2:00 p.m.

Federal holidays are excluded.

Any deviation requires Exchange approval.

2.2 Food Service Operations

The Concessionaire shall operate all food service activities in a safe, efficient, and professional manner that provides a high-quality dining experience for the KSC workforce. At a minimum, the Concessionaire shall:

- a) Prepare and serve food in a manner that preserves freshness, quality, flavor, appearance, texture, and nutritional value.
- b) Maintain food service preparation, serving, dining, and customer areas in a clean, sanitary, safe, and welcoming condition throughout operating hours.
- c) Prepare and sell meals from the assigned food service location(s) during approved operating hours.

- d) Ensure sufficient staffing and efficient operating procedures to provide prompt service and minimize customer wait times during peak operating periods.
- e) Conduct daily operations in accordance with applicable federal, state, and local health regulations, NASA requirements, and industry best practices.

2.3 Menu Requirements

The Concessionaire shall develop and maintain a menu that provides fresh, high-quality, and nutritionally balanced food options to meet the diverse needs of the KSC workforce. Menu offerings shall be prepared and presented in accordance with industry best practices and all applicable food safety requirements.

a) Menu Variety

The Concessionaire shall provide a diverse selection of menu items and periodically rotate offerings to maintain customer interest and accommodate varying tastes and dietary preferences. At a minimum, the menu shall include healthy selections, including vegetarian, vegan, and gluten-free options.

b) Customer Convenience

The Concessionaire shall incorporate innovative service options that enhance customer convenience and operational efficiency, including online ordering, grab-and-go selections. Additional innovative service options are encouraged and can be implemented upon approval by the KSC Exchange.

c) Pricing

Menu prices shall remain competitive, reasonable, and commensurate with the quality and value of the products offered. The Concessionaire shall also include Maintain competitive pricing and high-quality products including a minimum of two (2) complete value priced meal options (entree plus one side) priced at least fifteen percent (15%) below the average price of vendor's complete meal offerings.

d) Menu and Pricing Changes

Any significant changes to menu offerings or pricing shall require prior written approval from the KSC Exchange.

e) Exchange Oversight

The KSC Exchange reserves the right to periodically review menus and pricing to ensure they continue to provide adequate variety, healthy meal options, affordable value selections, and fair value while meeting the needs and expectations of the KSC workforce.

2.4 Catering Services

The Concessionaire shall provide catering services for official KSC functions and other events approved by the KSC Exchange. Catering services shall include menu planning, food preparation, delivery, setup, service (when requested), and cleanup.

a) Event Capability

The Concessionaire shall have the capability to support a variety of catering events, including launches, official meetings, conferences, training events, employee recognition events, celebrations, and other special events authorized by the KSC Exchange.

b) Service Standards

The Concessionaire shall maintain high standards of food quality, presentation, and customer service. The Concessionaire shall publish current catering menus and pricing, offer flexible menu options to accommodate varying event needs and dietary restrictions, maintain suitable catering vehicles and equipment necessary to safely transport and deliver catered food, and obtain all required licenses and permits, including alcohol licenses when alcoholic beverages are authorized.

c) Delivery Requirements

The Concessionaire shall deliver catering orders to the designated location at the agreed-upon date and time. Food shall be transported in a manner that maintains required food temperatures, quality, and food safety standards. The Concessionaire shall provide all equipment and supplies necessary for delivery, setup, and, when requested, serving and cleanup.

d) Operating Hours

The Concessionaire shall provide catering and food service support outside normal dining hours, as required, to support launch operations, official events, and other activities approved by the KSC Exchange.

e) Ordering Requirements

The Concessionaire shall maintain a process for receiving catering requests and coordinating with customers to confirm menu selections, pricing, delivery schedules, and any special dietary or event requirements.

f) Exchange Oversight

The KSC Exchange reserves the right to review catering menus, pricing, and service standards and to require corrective action when catering services do not meet the requirements of this PWS.

2.5 Customer Service

The Concessionaire shall provide professional, responsive, and customer-focused service that promotes a positive dining experience for the KSC workforce. At a minimum, the Concessionaire shall:

- a) Provide courteous, prompt, and professional service to all customers.
- b) Ensure all employees maintain a neat, clean, and professional appearance appropriate for food service operations.
- c) Minimize customer wait times through adequate staffing and efficient service during peak operating periods.
- d) Establish and maintain a process for receiving, documenting, and responding to customer comments, concerns, and complaints in a timely manner.
- e) Make customer feedback opportunities readily available through methods approved by the KSC Exchange (e.g., comment cards, electronic surveys, QR codes, or other approved feedback mechanisms).
- f) Take appropriate corrective actions to address recurring customer issues and implement continuous service improvements, as appropriate.

SECTION 3.0 CONCESSIONAIRE RESPONSIBILITIES

3.1 Management Responsibility

The Concessionaire shall be responsible for the safe, effective, customer service-oriented management, and operation of the Concession Activities described in this PWS. The principal objective of the Concession Activities shall be to provide food services for the NASA employees and supporting contractor personnel at NASA KSC.

3.2 General Responsibilities

The Concessionaire shall be responsible for all personnel, management, materials, supplies, equipment (except Government-furnished property), and services necessary to successfully operate the assigned food service concession(s) in accordance with this PWS and the terms of the concession agreement. The Concessionaire shall furnish all food products, consumable supplies, point-of-sale equipment, internet service, and other resources necessary to support daily operations.

The Concessionaire shall maintain sufficient inventory to ensure continuity of operations and minimize service disruptions. The Concessionaire shall be responsible for all applicable taxes, fees, licenses, permits, certifications, and operational expenses associated with concession operations. The Concessionaire shall also maintain complete and accurate operational, financial, and administrative records as required by the KSC Exchange and this PWS.

The Concessionaire shall conduct all operations in a manner that reflects positively on the KSC Exchange and supports the mission, image, and operational needs of NASA KSC.

3.3 Staffing Requirements

The Concessionaire shall maintain an internal training program meeting KSC standards for safety, sanitation, environmental compliance, and fire/life safety; employ qualified staff; maintain adequate staffing for peak demand; comply with all labor laws; maintain a drug- and alcohol-free workforce; comply with convict-labor restrictions; pay wages and benefits required under the Service Contract Act; and maintain a workplace free from discrimination, harassment, and retaliation.

3.4 Performance Management

The Concessionaire shall cooperate with the KSC Exchange in monitoring and evaluating performance throughout the term of the concession agreement. At a minimum, the Concessionaire shall:

- a) Maintain training records and other documentation required to demonstrate compliance with this PWS.
- b) Participate in monthly performance review meetings with the KSC Exchange to discuss operational performance, customer feedback, sales trends, and any corrective actions or improvement opportunities.
- c) Establish and maintain a process for receiving, documenting, and responding to customer comments, concerns, and complaints in a timely manner.
- d) Implement corrective actions to address identified deficiencies and recurring customer service or operational issues.
- e) Identify and recommend operational improvements that enhance customer service, operational efficiency, food quality, or overall concession performance.
- f) Provide supporting documentation requested by the KSC Exchange to verify compliance with the requirements of this PWS.

3.5 Financial Reporting and Commission Payments

The Concessionaire shall maintain complete and accurate financial records and submit monthly sales reports to the KSC Exchange in accordance with the requirements of the Concession Agreement. At a minimum, each monthly report shall include:

- a) Gross sales
- b) Number of customer transactions
- c) Top-selling menu items
- d) Any other financial or operational information required by the Exchange

The Concessionaire shall remit the required concession commission no later than the 15th day of the following month in accordance with the Concession Agreement.

3.6 Regulatory Compliance

The Concessionaire shall obtain and maintain all required licenses, permits, and certifications and comply with all applicable federal, state, and local laws.

3.7 Insurance Requirements

The Concessionaire shall maintain insurance in accordance with the concession agreement. Minimum required insurance shall include:

- a) Workers' Compensation and Employers' Liability Insurance. A minimum limit of \$1,000,000 per incident for employer's liability and occupational disease is required.
- b) General Public Liability Insurance Minimum limit of \$1,000,000 per incident and Two Million Dollars (\$2,000,000) general aggregate
- c) Comprehensive Motor Vehicle Liability Insurance. Minimum limits of \$3,000,000 combined single limit for bodily injury and property damage per occurrence.
- d) Business Interruption Insurance (not required, but recommended)

3.8 Phase-In/Phase-Out Plans

The Concessionaire shall provide complete phase-in/phase-out plans to ensure a smooth transition in the change of work effort. The Phase-In Plan shall be submitted as part of the proposal. The Phase-Out Plan shall be submitted six months prior to the agreement end date.

SECTION 4.0 QUALITY ASSURANCE

4.1 Performance Monitoring

The KSC Exchange will monitor the Concessionaire's performance throughout the term of the concession agreement to ensure compliance with the requirements of this PWS. Performance may be evaluated through routine inspections, customer feedback, monthly performance reviews, financial report reviews, food safety inspections, observation of day-to-day operations, and other surveillance methods deemed appropriate by the Exchange. Deficiencies identified during performance monitoring shall be corrected within the timeframe established by the Exchange.

4.2 Performance Requirements Summary

The performance standards in Table 4.2-1 establish the minimum acceptable performance levels for the services required under this PWS. These standards identify key performance objectives and provide the basis for monitoring and evaluating the Concessionaire's performance throughout the term of the concession agreement.

Table 4.2-1

Performance Objectives	PWS Reference	Performance Standard	Surveillance Method
Hours of Operation	PWS 2.1	100% compliance	Observation/Inspection
Food Safety	PWS 4.1	100% compliance	Public Health Officer (PHO) Inspections
Customer Service	PWS 2.5	Prompt, courteous service	Observation/Customer feedback
Menu Requirements	PWS 2.3	Maintain approved menu	Observation/Menu reviews
Catering	PWS 2.4	Delivered on time and as ordered	Observation/Customer feedback
Facility Cleanliness	PWS 4.5	Clean and sanitary during operating hours	Observation/Inspection

SECTIONS 5.0 SAFETY AND COMPLIANCE

5.1 Food Safety Requirements

The Concessionaire shall comply with all NASA food safety requirements, NPR 1800.1C, the FDA Food Code, and all related regulations. The Concessionaire must maintain preventive maintenance and housekeeping, implement a HACCP-based food safety program, maintain a food safety and defense plan, provide required employee certifications, prohibit ill employees from working, notify the PHO of emergencies or operational changes, update food safety plans annually, and accept unannounced inspections with prompt corrective action.

5.2 Security and Badging Requirements

The Concessionaire shall complete NASA's required background check process, ensure only authorized employees receive NASA badges, require employees to display badges, and return badges upon separation.

5.3 Safety and Occupational Health

The Concessionaire shall comply with all safety laws and NASA/KSC requirements, maintain a Safety and Occupational Health Program, correct safety issues promptly, maintain communication with NASA Safety, support hazard reporting, comply with NPR 8621.1 mishap reporting timelines, provide required safety training, conduct annual inspections, perform hazard assessments, provide NASA access to work areas and records, report Immediately Dangerous to Life or Health (IDLH) conditions within eight hours, and maintain a safety plan aligned with KSC policies.

5.4 Environmental and Waste Management

The Concessionaire shall comply with all environmental laws and KNPR 8500.1, allow NASA access for inspections, maintain required environmental records, properly manage and dispose of used oil and grease, implement conservation and waste-reduction practices, use environmentally preferable products, and participate in recycling programs.

5.5 Facility Maintenance

The Concessionaire shall maintain clean, safe facilities; ensure equipment is properly assembled; operate and maintain all equipment; use qualified personnel for maintenance; follow the FDA Food Code and Florida Building Code. The Exchange maintains major facility systems. Any facility modifications must be paid for by the Concessionaire and approved by the Exchange and PHO.

SECTION 6.0 DELIVERABLES SCHEDULE

During the period of performance of this Agreement, the Concessionaire shall review, revise, and submit updates to the required Deliverables outlined below at a minimum of annually. Updates shall be required when circumstances change from the previously approved Deliverable.

6.0-1 Table

Deliverable	PWS Reference	Frequency
Sales Report	PWS 3.6	Monthly
Commission Payment	PWS 3.6	Monthly – by the 15th
Customer Feedback	PWS 3.4	Monthly
Food Safety Plan	PWS 5.1	After Award/Annually
HACCP Plan	PWS 5.1	After Award/Annually
Training Records	PWS 3.4	Upon Request
Insurance Certificates	PWS 3.7	After Award/Annually
Licenses	PWS 3.7	After Award/Annually
Phase-Out Plan	PWS 3.8	6 months prior to agreement end date