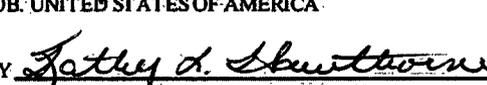


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 54		
2. CONTRACT (Proc. Inst. Ident.) NO. HDEC08-10-C-0004		3. EFFECTIVE DATE 11/5/10		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HQCSJF82940001			
5. ISSUED BY DEFENSE COMMISSARY AGENCY CONTRACTING BUSINESS UNIT, SERVICES BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC08	6. ADMINISTERED BY (If other than Item 5) See Item 5				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOGISTICAL CUSTOMER SERVICE, INC BRANDON K. JOHNSON 305 HAWLEY RD DUNN NC 28334-7379			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
CODE 4ANC6			FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block 12			
11. SHIP TO/MARK FOR REDSTONE ARSENAL COMMISSARY STORE DIRECTOR 3224 ACTON ROAD HUNTSVILLE AL 35898-7210		CODE HQCSJF	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE & ACCOUNTING SVC "EFT" DFAS-CVDAAC0 P O BOX 368018 COLUMBUS OH 43226-9018				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$815,877.12 EST		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	38 - 53
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 29	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	30	X	J	LIST OF ATTACHMENTS	54
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	31	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	32		L. INSTRS., CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	33	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	34 - 37				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HDEC08-08-R-0004-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print) Brandon K Johnson President			20A. NAME OF CONTRACTING OFFICER TEL: Kathy H. Hawthorne EMAIL:				
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)		19C. DATE SIGNED 11/5/10	20B. UNITED STATES OF AMERICA. BY  (Signature of Contracting Officer)		20C. DATE SIGNED 11/5/10		

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 54		
2. CONTRACT (Proc. Inst. Ident.) NO. HDEC08-10-C-0004		3. EFFECTIVE DATE 05 Jan 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HQCSJF82840001			
5. ISSUED BY DEFENSE COMMISSARY AGENCY CONTRACTING BUSINESS UNIT, SERVICES BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC08	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOGISTICAL CUSTOMER SERVICE, INC BRANDON K JOHNSON 305 HAWLEY RD DUNN NC 28334-7379			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12		
CODE 4ANC6		FACILITY CODE					
11. SHIP TO/MARK FOR REDSTONE ARSENAL COMMISSARY STORE DIRECTOR 3224 ACTON ROAD HUNTSVILLE AL 35898-7210		CODE HQCSJF	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE & ACCOUNTING SVC "EFT": DFAS-CVDAACCO P O BOX 369016 COLUMBUS OH 43236-9016			CODE HQ0131	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$815,877.12 EST		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	38 - 53
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2- 29	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	30	X	J	LIST OF ATTACHMENTS	54
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	31	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	32		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	33	L	INST'RS. COND'S. AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	34 - 37	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number HDEC08-09-R-0004-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER KATHY L. HAWTHORNE / CONTRACTING OFFICER TEL: (804) 734-8000 ext 48031 EMAIL: kathy.hawthorne@deca.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Kathy L. Hawthorne</i> BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 05-Jan-2010	
BY _____ (Signature of person authorized to sign)							

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		30,000	Case	\$0.3151	\$9,453.00 EST
	Payment for Excess Overwrites				
	FFP				
	Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT \$9,453.00 (EST.)

ACRN AA \$9,453.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		200	Hours	\$19.02	\$3,804.00 EST
	Inventory Preparation				
	FFP				
	Perform Inventory Preparation Services in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT \$3,804.00 (EST.)

ACRN AA \$3,804.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$14,495.17	\$173,942.04

NET AMT \$173,942.04

ACRN AA \$173,942.04
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	16	Hours	\$24.10	\$385.60 EST

NET AMT \$385.60 (EST.)

ACRN AA \$385.60
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$16,747.70	\$200,972.40

NET AMT \$200,972.40

ACRN AA \$200,972.40
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,065.00	\$36,780.00

NET AMT \$36,780.00

ACRN AA \$36,780.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,350.00	\$40,200.00

NET AMT \$40,200.00

ACRN AA \$40,200.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein: OPTION YEAR ONE: February 1, 2011 through January 31, 2012 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case	\$0.5252	\$341,590.08 EST

NET AMT \$341,590.08 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case	\$0.3151	\$9,453.00 EST

NET AMT \$9,453.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours	\$19.02	\$3,804.00 EST

NET AMT \$3,804.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$14,495.17	\$173,942.04

NET AMT \$173,942.04

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		16	Hours	\$24.10	\$385.60 EST
OPTION	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT	\$385.60 (EST.)
---------	-----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		5,000	Dollars, U.S.	\$1.00	\$5,000.00 NTE
OPTION	Replacement/Repair Parts and Materials for GFE FFP Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 1, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT	\$5,000.00
---------	------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	Services to Replace Parts/Repair GFE FFP Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 1, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	250	Hours	\$15.00	\$3,750.00 EST

NET AMT

\$3,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$16,747.70	\$200,972.40

NET AMT

\$200,972.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,065.00	\$36,780.00

NET AMT	\$36,780.00
---------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,350.00	\$40,200.00

NET AMT	\$40,200.00
---------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein: OPTION YEAR TWO: February 1, 2012 through January 31, 2013 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case	\$0.5252	\$341,590.08 EST

NET AMT \$341,590.08 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case	\$0.3151	\$9,453.00 EST

NET AMT \$9,453.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours	\$19.02	\$3,804.00 EST

NET AMT \$3,804.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$14,495.17	\$173,942.04

NET AMT	\$173,942.04
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	16	Hours	\$24.10	\$385.60 EST

NET AMT	\$385.60 (EST.)
---------	-----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		5,000	Dollars, U.S.	\$1.00	\$5,000.00 NTE

OPTION Replacement/Repair Parts and Materials for GFE
FFP
Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 1, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.)
FOB: Destination
PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT	\$5,000.00
---------	------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		250	Hours	\$15.00	\$3,750.00 EST

OPTION Services to Replace Parts/Repair GFE
FFP
Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 1, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.)
FOB: Destination
PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT	\$3,750.00 (EST.)
---------	-------------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$16,747.70	\$200,972.40
NET AMT					\$200,972.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,065.00	\$36,780.00
NET AMT					\$36,780.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,350.00	\$40,200.00

NET AMT \$40,200.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein: OPTION YEAR THREE: February 1, 2013 through January 31, 2014 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case	\$0.5252	\$341,590.08 EST

NET AMT \$341,590.08 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case	\$0.3151	\$9,453.00 EST

NET AMT \$9,453.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours	\$19.02	\$3,804.00 EST
NET AMT					\$3,804.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$14,495.17	\$173,942.04
NET AMT					\$173,942.04

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		16	Hours	\$24.10	\$385.60 EST
OPTION	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT	\$385.60 (EST.)
---------	-----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		5,000	Dollars, U.S.	\$1.00	\$5,000.00 NTE
OPTION	Replacement/Repair Parts and Materials for GFE FFP Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 1, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT	\$5,000.00
---------	------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	Services to Replace Parts/Repair GFE FFP Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 1, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	250	Hours	\$15.00	\$3,750.00 EST

NET AMT \$3,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$16,747.70	\$200,972.40

NET AMT \$200,972.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,065.00	\$36,780.00

NET AMT	\$36,780.00
---------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,350.00	\$40,200.00

NET AMT	\$40,200.00
---------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein: OPTION YEAR FOUR: February 1, 2014 through January 31, 2015 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case	\$0.5252	\$341,590.08 EST

NET AMT \$341,590.08 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	Payment for Excess Overwrites FFP	30,000	Case	\$0.3151	\$9,453.00 EST
Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above: (The QUANTITY shown is an ESTIMATED QUANTITY.)					
FOB: Destination					
PURCHASE REQUEST NUMBER: HQCSJF82840001					

NET AMT \$9,453.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	Inventory Preparation FFP	200	Hours	\$19.02	\$3,804.00 EST
Perform Inventory Preparation Services in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.)					
FOB: Destination					
PURCHASE REQUEST NUMBER: HQCSJF82840001					

NET AMT \$3,804.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$14,495.17	\$173,942.04

NET AMT	\$173,942.04
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 1, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	16	Hours	\$24.10	\$385.60 EST

NET AMT	\$385.60 (EST.)
---------	-----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF		5,000	Dollars, U.S.	\$1.00	\$5,000.00 NTE
OPTION	Replacement/Repair Parts and Materials for GFE FFP Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 1, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				
				NET AMT	\$5,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG		250	Hours	\$15.00	\$3,750.00 EST
OPTION	Services to Replace Parts/Repair GFE FFP Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 1, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				
				NET AMT	\$3,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$16,747.70	\$200,972.40

NET AMT \$200,972.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,065.00	\$36,780.00

NET AMT \$36,780.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months	\$3,350.00	\$40,200.00

NET AMT

\$40,200.00

Section C - Descriptions and Specifications

SECTION C

All work performed under this contract shall be in accordance with Attachment 1, Performance Work Statement (PWS) and all terms and conditions set forth herein.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.246-4504 INSPECTION AND ACCEPTANCE (OCT 1995)

- a. The inspection and acceptance point for all services performed under this contract will be the Defense Commissary Agency, Redstone Arsenal Commissary, located in Huntsville, Alabama or as otherwise specified in the Performance Work Statement (PWS) contained herein.
- b. The performance by the Contractor and the quality of work delivered, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspections, surveillance and review for acceptance by the Contracting Officer or authorized representatives in accordance with the surveillance plan.
- c. The rights of the Government and remedies described in TE-1 of the PWS are in addition to all other rights and remedies set forth in this contract. Specifically, the Government reserves its rights under the Inspection of Services clause. Any deductions taken pursuant to the Performance Requirements Summary (PRS) shall reflect the reduced value of services performed under the contract; however, the contract issues shall be resolved in accordance with the Disputes Clause, FAR 52.233-1.

Section F - Deliveries and Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X49304J000046073231100000002528SLM000HQCSJF935601CALPN600S33181
AMOUNT: \$815,877.12
CIN 00000000000000000000000000000000: \$815,877.12

CLAUSES INCORPORATED BY FULL TEXT

52.232-4504 INVOICE AND PAYMENT (OCT 1995)

- a. The Contractor may submit monthly itemized invoices for services rendered under this contract. Invoices shall list each line item covered by the contract and the unit price per line item for services performed during the month.
- b. Any monetary deductions for services not performed or Performed unsatisfactorily shall be deducted from the amount of the invoice prior to payment (See Technical Exhibit 1 of the Performance Work Statement).
- c. In connection with any circumstances in which it is necessary to compute a daily rate of payment (i.e., services performed for less than a month), payment will be made on a pro rata basis for the actual number of working days services are performed (e.g., # days custodial services performed during the month). For those line items in which the unit price is based on an estimated number of units rather than a monthly price (e.g., est. # of cases to be stocked monthly, est. hours for equipment repair, etc.), the contractor shall be paid for actual services performed.
- d. Original invoices shall be submitted to the designated payment office. One (1) additional copy of each invoice shall be forwarded to the office of the Contracting Officer responsible for administering this contract.

52.246-4501 QUALITY ASSURANCE EVALUATOR (QAE) (OCT 1995)

Government employed Quality Assurance Evaluator(s) will exercise general surveillance over the contract operation to include input to the contracting officer for contractor performance evaluation.

52.246-4506 ACCESS TO RECORDS, DATA AND FACILITIES (OCT 1995)

The contractor shall permit Defense Contract Audit Agency and the Contracting Officer or any other authorized Government representative access to all records, data and facilities used in the performance of this contract.

Section H - Special Contract Requirements**CLAUSES INCORPORATED BY FULL TEXT****52.201-4500 AUTHORITY (OCT 1995)**

The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT**52.204-4500 INSTALLATION ACCESS REQUIREMENTS (DEC 2001)**

The contractor is responsible for ensuring compliance with installation access procedures for both personnel and vehicles.

52.209-4501 PERMITS AND RESPONSIBILITIES (OCT 1995)

The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits, giving all notices, and complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the supplies/services covered by this contract.

52.222-4502 EMPLOYMENT OF OFF-DUTY MILITARY PERSONNEL BY GOVERNMENT CONTRACTORS (OCT 1995)

Off-duty employment of military personnel by Government contractors is generally permissible provided such employment does not contravene the policies set forth in DeCAD 80-2 and provided further, that such employment does not involve the holding of a concurrent Federal Civilian position nor result in the direct receipt of Federal compensation for work performed for a Government contractor. DeCAD 80-2 prohibits off-duty employment which interferes with or is not compatible with the performance of Government duties, may reasonably be expected to bring discredit upon the Department of Defense, or is otherwise inconsistent with the requirement to avoid actions which create a conflict or the appearance of a conflict of interest.

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the State of Alabama.

(2) Employer's Liability: \$100,000.

(3) Comprehensive General Liability: \$500,000 each occurrence.

52.232-4505 ADDITIONAL PAYMENT TERMS (OCT 1995)

Notwithstanding any other payment provision contained herein, the Government will not consider any net payment terms less than 30 days. Where no prompt payment terms are offered or net payment terms less than 30 days are offered, acceptance of the offer shall be considered to be on a net 30 days basis only.

52.237-4500 OBSERVATION PERIOD (APR 2004)

The Contractor may be provided an observation period of up to two (2) weeks prior to full take over of services to be performed under this contract. The observation period shall be at no cost to the Government and solely at the option of the Contractor.

A Contractor representative may observe the current work effort prior to full take over of the shelf stocking, receiving/storage/holding area, and custodial operations. During such time, the Contractor is prohibited from

interfacing with the current Contractor (if applicable), to include queries as to internal procedures. However, the Contractor may interface with the Government [e.g., Store Director or Quality Assurance Evaluator (QAE)] to determine general work effort required during contract performance.

52.237-4501 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL (OCT 1995)

- a. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.
- b. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over DOD military or civilian personnel, or personnel of other prime contractors, performing under this contract.
- c. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and method of operations.
- d. Rules, regulations, directives and requirements which are issued during the contract term by DOD Military Command Authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Under such circumstances, replacement cost will be a Contractor expense and not reimbursable by the Government. In other instances, the Contractor shall take appropriate personnel action as required in the event of the employee misconduct in connection with his or her employment.
- e. The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employee shall act and exercise personal judgement and discretion on behalf of the contractor.
- f. Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.
- g. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

52.237-4503 MOBILIZATION AND CONTINGENCY PLANNING (OCT 1995)

a. In the event of a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance, the contractor shall take whatever measures needed to meet any new demands placed upon him. Such demands may require increased contractor furnished property, materials, extended work hours and increased number of personnel. Added responsibility, as a result of this requirement will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

b. To ensure that Government operations, which depend upon the services provided by this contract, can proceed with no or only minimal disruption, the contractor shall therefore plan for a mobilization or similar emergency and take actions needed to rapidly expand his contract capabilities to meet the exigency. Added responsibilities as a result of this requirement, will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

52.245-4500 MEDICAL TREATMENT (OCT 1995)

Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger or who is suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be effected as soon as possible and as determined by attending medical authorities. Based on medical center policies in effect, charges may be made to the employee.

52.246-4505 GOVERNMENT PERFORMANCE OF SERVICES (OCT 1995)

a. If, for any reason, the Contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting Officer determines that the mission at Redstone Arsenal Commissary is endangered, perform or supplement performance of such contract services with Government personnel. Such performance shall not constitute a breach of contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform, as provided in paragraph "a" above, the Contractor shall permit the Government to use and operate such equipment as necessary to perform the function during a period not to exceed one hundred twenty (120) days at the location covered by the contract. The Government's right to use Contractor equipment, pursuant to this subparagraph b, shall cease in the event of cancellation of the contract. During this period any contractor-owned equipment used by the Government shall be maintained by the Government.

c. The Government shall be entitled to an equitable adjustment for the services, if any, which were performed by the Government personnel due to the Contractor's failure to perform required services. The deduction shall be made in accordance with other provisions of this contract. Government performance of services will not constitute a termination for convenience by the Government within the meaning of the FAR Clause 52.249-2.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984

52.232-25	Prompt Payment	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.217-4501 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUL 2003)

a. The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the current contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended contract shall be considered to include this option provision.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

52.217-4504 EXERCISE OF OPTION (OCT 1995)

Should the Government exercise its option to extend the term of this contract, the rates set forth in the Schedule (Section B) for each option period shall apply, except as provided by the clause entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi Year and Option Contracts)" which is incorporated by reference in the Contract Clauses, Section I of this contract.

52.217-4505 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract performance period.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocpics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 561990 - assigned to contract number

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

21140, Store Worker I, WG 1/2 , \$11.36
21410, Warehouse Specialist, WG 5/2, \$16.38
21020, Forklift Operator, WG 5/2, \$16.38
21050, Material Handling Laborer, WG 2/2, \$12.71
11150, Janitor, WG 2/2, \$12.71

(End of clause)

52.222-4505 FRINGE BENEFITS (OCT 1995)

Under FAR Clause 52.222-42, Statement of Equivalent Rates for Federal Hires, fringe benefits include: Contribution of five point one (5.1) percent of basic hourly rate for health and insurance; contribution of seven (7) percent of basic hourly rate for retirements; ten (10) paid holidays (New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day); and Paid Annual Leave vacation as follows: Two (2) hours of annual leave each week for an employee with less than three (3) years service - three (3) hours of annual leave each week for an employee with less than fifteen (15) years service - Four (4) hours of annual leave each week for any employee with fifteen (15) or more years of service.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

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

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

www.acq.osd.mil/dp/dars/dfars.html

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C)

agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.211-7007 ITEM UNIQUE IDENTIFICATION OF GOVERNMENT PROPERTY (SEP 2007)

(a) Definitions. As used in this clause--

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbolology Specification--Data Matrix.

Acquisition cost, for Government-furnished property in the possession of the Contractor (PIPC), means the amount identified in the contract, or in the absence of such identification, the fair market value. For property acquired or fabricated by the Contractor as Contractor-acquired PIPC, and subsequently transferred or delivered as Government-furnished PIPC, it is the original acquisition cost.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property in the possession of the Contractor with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property, including property in the possession of the Contractor.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Property in the possession of the Contractor (PIPC) means tangible personal property, to which the Government has title, that is in the stewardship or possession of, or is controlled by, the Contractor for the performance of a contract. PIPC consists of both tangible Government-furnished property and Contractor-acquired property and includes equipment and material.

Unique item identifier (UII) means a set of data elements marked on items that is globally unique and unambiguous.

Virtual UII means the data elements for an item that have been captured in the IUID Registry, but have not yet been physically marked on an item with a DoD compliant 2D data matrix symbol.

(b) Procedures for assigning and registering.

(1) The Contractor shall provide IUID data for the IUID Registry for all Government-furnished PIPC requiring DoD unique identification under this contract, including Government-furnished PIPC located at subcontractor and alternate locations.

(2) Unless the Government provides the UII, the Contractor shall establish a concatenated UII or a DoD recognized unique identification equivalent for--

(i) Government-furnished PIPC with a unit acquisition cost of \$5,000 or more; and

(ii) The following items of Government-furnished PIPC for which the unit acquisition cost is less than \$5,000:

See Exhibit 2-2, Government Furnished Equipment (GFE) in the Performance Work Statement

(3) Virtual UIIs may be assigned by the Contractor for existing Government-furnished PIPC requiring item unique identification, if the property can be accurately and uniquely identified using existing innate serialized identity until an event occurs requiring physical marking with the DoD compliant 2D data matrix.

(4) The Contractor shall assign and register a UII and the master item data for any subassembly, component, or part that does not have an existing UII when it is removed from a parent item and remains with the Contractor as a stand-alone item.

(5) Contractor-acquired PIPC is excluded from the IUID Registry. The Contractor shall report to the IUID Registry as Government-furnished PIPC any Contractor-acquired PIPC that--

(i) Is delivered to the Government; or

(ii) Is transferred by contract modification or other contract provision/requirement to another contract (including items that are transferred in place).

(6) If the initial transfer of Contractor-acquired PIPC is a delivery to DoD, the requirements of the Item Identification and Valuation clause of this contract (DFARS 252.211-7003) shall be applied when determining the requirement for item unique identification.

(7) The Contractor shall submit the UII and the master item data into the IUID Registry in accordance with the data submission procedures in the Item Unique Identification of Government Property Guidebook at <http://www.acq.osd.mil/dpap/UID/guides.htm>.

(i) The following data is required for Government-furnished PIPC items received without a UII:

(A) UII type.

(B) Concatenated UII.

(C) Item description.

(D) Foreign currency code.

(E) Unit of measure.

(F) Acquisition cost.

(G) Mark information.

(1) Bagged or tagged code.

(2) Contents.

(3) Effective date.

(4) Added or removed flag.

(5) Marker code.

(6) Marker identifier.

(7) Medium code.

(8) Value.

(H) Custody information.

(1) Prime contractor identifier.

(2) Accountable contract number.

(3) Category code.

(4) Received date.

(5) Status code.

(ii) The following data is required only for Government-furnished PIPC items received without a UII for specific "UII types," as specified in the Item Unique Identification of Government Property Guidebook:

(A) Issuing agency code.

(B) Enterprise identifier.

(C) Original part number.

(D) Batch/lot number.

(E) Serial number.

(iii) The following data is optional for Government-furnished PIPC items received without a UII:

(A) Acquisition contract number.

(B) Contract line item number/subline item number/exhibit line item number.

(C) Commercial and Government Entity (CAGE) code or Data Universal Numbering System (DUNS) number in the acquisition contract.

(D) Current part number.

(E) Current part number effective date (required if current part number is provided).

(F) Acceptance location.

(G) Acceptance date.

(H) Ship-to code.

(I) Sent date.

(J) Manufacturer identifier.

(K) Manufacturer code (required if manufacturer identifier is provided).

(L) Parent UII (for embedded items).

(c) Procedures for updating. (1) The Contractor shall update the IUID Registry for changes in status, mark, custody, or disposition of Government-furnished PIPC under this contract, for PIPC-

(i) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(ii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iii) Disposed of; or

(iv) Transferred to a follow-on or other contract.

(2) The Contractor shall update the IUID Registry for changes to the mark information to add or remove other serialized identification marks and to update a virtual UII to a fully compliant UII when the 2D data matrix symbol is added to the item.

(3) The Contractor shall update the IUID Registry for any changes to the current part number or the current part number effective date.

(4) The Contractor shall update the IUID Registry for any changes to the parent item of a DoD serially managed embedded subassembly, component, or part.

(5) The Contractor shall update the IUID Registry for all Government-furnished PIPC under this contract, so that the IUID Registry reflects the same information that is recorded in the Contractor's property records for Government-furnished PIPC as transactions occur, or at least semi-annually by March 31 and September 30 of each year.

(d) Procedures for marking. (1) When an event occurs that requires the physical marking of the item with the 2D data matrix symbol, the Contractor shall use the previously assigned virtual UII as the permanent UII.

(2) The Contractor shall use MIL-STD-130M (or later version) when physically marking existing PIPC with the compliant 2D data matrix symbol. The Contractor that has possession of the PIPC shall use due diligence to maintain the integrity of the UII and shall replace a damaged, destroyed, or lost mark with a replacement mark that contains the same UII data elements, as necessary. The Contractor shall apply the required 2D data matrix symbol to an identification plate, band, tag, or label securely fastened to the item, or directly to the surface of the item to be compliant.

(3) When an item cannot be physically marked or tagged due to a lack of available space to mark identifying information or because marking or tagging would have a deleterious effect, the Contractor shall--

(i) Attach to the item a tag that has the identifying information marked on the tag;

(ii) Place the item in a supplemental bag or other package that encloses the item and has a tag attached to the bag or package that has the identifying information marked on the tag; or

(iii) Apply the identifying information to the unit pack in addition to, or in combination with, the identification marking information specified in MIL-STD-129. When combining marking requirements for a unit pack, the Contractor shall follow the manner, method, form, and format of MIL-STD-129 and shall fulfill the informational requirements of that standard.

(4) When the item has the tag removed or the item is removed from the bag to be installed as an embedded item in a parent item, the Contractor shall--

(i) Assign a UII or a virtual UII to the parent item if a UII does not already exist;

(ii) Mark the parent item with the DoD compliant 2D data matrix symbol, if feasible; and

(iii) Update the IUID Registry to indicate that the tagged or bagged UII item has become an embedded item within the parent item.

(5) In the event a previously tagged or bagged embedded item is subsequently removed from use, the Contractor shall tag or bag and mark the item again with the original UII.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES
Attachment 1	Performance Work Statement for Shelf Stocking, Receiving./Storage/Holding Area and Custodial Services at the Redstone Arsenal Commissary, dated January 15, 2009	64
Attachment 2	Wage Determination No. 2005-2007, Revision 8, dated May 29, 2008	9

ATTACHMENT 1

**PERFORMANCE WORK STATEMENT
FOR
SHELF STOCKING,
RECEIVING/STORAGE/HOLDING AREA
AND
CUSTODIAL SERVICES
AT THE
REDSTONE ARSENAL COMMISSARY**

As of: 15 January 2009

TABLE OF CONTENTS

SECTION C-1, GENERAL

1.1. SCOPE OF WORK

- 1.1.1. Contractor Responsibilities
- 1.1.2. Contractor/Government Relations

1.2. COMMISSARY AND CONTRACTOR OPERATING HOURS

- 1.2.1. Store Operational Hours/Contractor Working Schedule
- 1.2.2. Days Closed
- 1.2.3. Notification of Closure
- 1.2.4. Closing for Inclement Weather or Emergency Conditions
- 1.2.5. Emergencies and Disasters
- 1.2.6. Changes in Operating Hours

1.3. PERSONNEL

- 1.3.1. General
 - 1.3.1.1. Employment of DeCA/Government Personnel
 - 1.3.1.2. Training
- 1.3.2. – 1.3.2.3. Project Manager (PM)
- 1.3.3. Dress Requirements
- 1.3.4. Consumption or Use of Government Property
- 1.3.5. Personal Articles
- 1.3.6. Eating and Drinking
- 1.3.7. Use of Tobacco (to include chewing tobacco and snuff)
- 1.3.8. Loitering
- 1.3.9. Samples, Gratuities and Promotional Activity
- 1.3.10. Use of Alcoholic Beverages/Drugs
- 1.3.11. Removal of Employees for Cause
- 1.3.12. Criminal Investigations
- 1.3.13. Installation Access
 - 1.3.13.1. Denial of Installation Access
 - 1.3.13.2. Motor Vehicle Registration
- 1.3.14. Bomb Threats
- 1.3.15. Safety
- 1.3.16. Accident Reporting
- 1.3.17. Parking
- 1.3.18. – 1.3.18.3. Shopping Privileges

1.4. QUALITY CONTROL/QUALITY ASSURANCE

- 1.4.1. Quality Control
 - 1.4.1.1. Inspection System
 - 1.4.1.2. Methods of Identifying Deficiencies
 - 1.4.1.3. Documenting Inspections/Results
- 1.4.2. Quality Assurance
- 1.4.3. Performance Evaluation Meetings

1.5. PHYSICAL SECURITY

1.6. – 1.6.4. PERFORMANCE CONTINGENCY PLAN

1.7. CUSTODIAL WORK SCHEDULE

1.8. CONSERVATION OF UTILITIES

1.9. GOVERNMENT PERFORMANCE OF WORK

1.10. GOVERNMENT OBSERVATIONS

SECTION C-2, GOVERNMENT-FURNISHED FACILITIES, SERVICES, EQUIPMENT AND SUPPLIES

2.1. GENERAL

2.2. FACILITIES

2.2.1. Commissary Facilities

2.2.1.1. Building Maintenance

2.2.1.2. Utilities

2.2.1.3. Insect, Pest, and Rodent Control

2.2.1.4. Bulk Refuse Pickup/Disposal

2.2.1.5. Telephone

2.2.1.6. Emergency Protection

2.3. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

2.3.1. Equipment

2.3.1.1. Government-Furnished Equipment (GFE)

2.3.1.2. New/Additional/Replacement Equipment

2.3.2. Trash Receptacles and Covers

2.3.3. Baler (shared)

2.3.4. Metal/Plastic Bands for Cardboard Bales

2.3.5. Securable Desk, Chair, and Supply Cabinet to Store Equipment/Supplies

2.3.6. Employee Lockers

2.3.7. Identification Badges

EXHIBIT 2-1, GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

EXHIBIT 2-2, GOVERNMENT-FURNISHED EQUIPMENT (GFE)

EXHIBIT 2-3, EQUIPMENT CONDITION CODES

SECTION C-3, CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES

3.1. GENERAL

3.2. EQUIPMENT

3.2.1. – 3.2.1.1. Contractor-Furnished Equipment

3.2.2. Compliance with Equipment Standards

3.2.3. Loss or Damage to Contractor Property

3.3. OPERATING SUPPLIES

3.3.1. – 3.3.1.1. Compliance with Standards

3.3.2. Reserved.

EXHIBIT 3-1, PROPANE (LPG) FUELED EQUIPMENT REQUIREMENTS

SECTION C-4, SPECIFIC TASKS

4.1. GENERAL

4.2. CONTROLS AND RESTRICTIONS

- 4.2.1. Disposition of Damaged Items
- 4.2.2. Damage Caused by Contractor
- 4.2.3. Equipment Restrictions

4.3. SHELF STOCKING

4.3.1. Estimated Shelf Stocking Workload and Line Items

4.3.1.1. Day and Night Stocking Hours of Operation

4.3.2. - 4.3.2.6. Stocking Exclusions

4.3.3. Shelf Stocking Procedures

4.3.3.1. Cleaning and Dusting

4.3.3.2. Methods of Stocking

4.3.3.2.1. Shelf Locations and Item Allocations

4.3.3.2.1.1. Half Cases/Half Cases Remaining

4.3.3.2.1.2. Overwrite Cases

4.3.3.2.1.3. Cases Not Stocked

4.3.3.2.1.4. Counting Cases

4.3.3.2.1.5. Disposition of Half Cases Remaining, Overwrite Cases, and Cases Not Stocked

4.3.3.2.2. - 4.3.3.2.2.1. Placement of Merchandise Within Item Allocation

4.3.3.2.3. - 4.3.3.2.3.1. Unit Placement

4.3.3.2.4. Arranging Stock in Item Locations

4.3.3.3. Merchandise Rotation

4.3.3.3.1. Expired Code Dates

4.3.3.4. Stocking Height

4.3.3.5. Repair of Merchandise Labels

4.3.3.6. Not-In-Stock (NIS)

4.3.3.7. Replenish Displays

4.3.3.7.1. Reserved

4.3.3.8. Amount of Overwrite Cases

4.3.3.9. Mispicked Merchandise

4.3.3.10. Returning Merchandise to Appropriate Locations

4.3.3.11. Disposal of Cardboard

4.3.3.12. Disposal of Waste Materials

4.3.3.13. Emergency Stocking Requirements

4.3.3.14. Replenishment Stocking from Commissary Stock on Hand

4.3.3.14.1. Cases Stocked from Commissary Stock on Hand

4.3.3.14.2. Identifying Cases on Hand Needed for Replenishment Stocking

4.3.3.15. Tasks Specific to Day Stocking

4.3.3.15.1. Assistance to Patrons

4.3.3.15.2. Replenishment Stocking and Stock Availability

4.3.3.15.3. Day Stocking Operations

4.3.3.16. Reserved

4.3.3.17. Reserved

4.3.3.18. Reserved

4.4. RECEIVING/STORAGE/HOLDING AREA (RSHA) OPERATIONS

- 4.4.1. General
- 4.4.2. RSHA Operations
 - 4.4.2.1. Medical Food Inspection
 - 4.4.2.2. Offload Trucks
 - 4.4.2.3. Prepare Merchandise for Government Receipt (PrepGovtRcpt)
 - 4.4.2.4. Transport Merchandise
 - 4.4.2.5. Segregate Merchandise
 - 4.4.2.5.1. Reserved
 - 4.4.2.6. Reserved
 - 4.4.2.7. Store Merchandise
 - 4.4.2.8. Pull Merchandise
 - 4.4.2.9. Reserved
 - 4.4.2.10. Reserved
 - 4.4.2.11. Pallets
 - 4.4.2.12. - 4.4.2.12.1. Stock Rotation
 - 4.4.2.13. Hazardous Food Recalls
- 4.4.3. Equipment Maintenance and Repair
 - 4.4.3.1. Repair of Equipment at Off-Site Locations
 - 4.4.3.2. Equipment Service Log
 - 4.4.3.3. Equipment Maintenance
 - 4.4.3.3.1. Maintenance Schedule
 - 4.4.3.4. Equipment Repair
 - 4.4.3.4.1. Repair Parts
 - 4.4.3.4.2. Reimbursement for Repair Parts

4.5. FORMAL INVENTORIES

- 4.5.1. General
 - 4.5.1.1. Prepare for Inventories
 - 4.5.1.2. Assist with Inventories
 - 4.5.1.3. Certifying Actual Hours Required for the Inventory Preparation/Assistance

4.6. CUSTODIAL

- 4.6.1. - 4.6.1.6. Exclusions
- 4.6.2. Custodial Tasks
 - 4.6.2.1. Day Custodial
 - 4.6.2.1.1. Restroom Cleaning, Maintenance, and Resupply
 - 4.6.2.1.2. Emergency Cleaning-Government Notification
 - 4.6.2.1.3. Cleaning Without Government Notification
 - 4.6.2.2. Night Custodial Tasks
- 4.6.3. Hazardous Chemicals or Materials
 - 4.6.3.1. Material Safety Data Sheets (MSDS)
 - 4.6.3.2. Clean-up of Hazardous Chemicals or Materials

EXHIBIT 4-1, LIST OF CATEGORIES/ITEMS AUTHORIZED FOR VENDOR STOCKING

EXHIBIT 4-2, METHODS OF STOCKING

EXHIBIT 4-3, FDS DISTRIBUTOR DELIVERY SCHEDULE

EXHIBIT 4-4, EQUIPMENT MAINTENANCE CHECKLIST

EXHIBIT 4-5, CUSTODIAL SERVICES, QUALITY STANDARDS

1. GENERAL

2. FLOOR MAINTENANCE

2.1. General

2.2. Tile Floor Coverings (Ceramic and Vinyl) and Specialty Floors

2.2.1. Vinyl Composition Tile (VCT)

2.2.2. Reserved

2.2.3. Ceramic

2.2.4. Specialty Floors (Seamless Monolithic Aggregate Matrix Polymer (SMAP))

2.2.5. Reserved

2.3. Carpeted Floors

2.4. Concrete Floors

2.5. Floor Spot Cleaning

3. UNDERNEATH CLEANING

3.1. Store/Sales Areas

3.1.1. Cleaning Underneath Gondolas without Kickplates

3.1.2. End Cap and Other Off Shelf Displays

3.1.3.-3.1.4. Non-Mobile Merchandisers

3.2. Receiving/Storage/Holding Areas

4. CLEANING

4.1. Structural Components and Equipment

4.1.1. Low Cleaning

4.1.2. High Cleaning

4.2. Refrigerator/Microwave Cleaning (Breakroom)

4.3. Restroom Cleaning

4.3.1. Restroom Supply Replenishment

5. SANITIZE

5.1. Clean and Sanitize Drinking Fountains

6. WALK-OFF MATS/RUNNERS/CASHIER AND DISPLAY CASE MATS

7. QUEUING ROPES/STANCHIONS

8. ASH AND TRASH REMOVAL AND CLEANING

9. AISLE MARKERS

10. LIGHT FIXTURES

11. GLASS AND WINDOW CLEANING

11.1. Low Glass and Window Cleaning

11.2. High Glass and Window Cleaning

12. DUCT AND LOUVER CLEANING

12.1. Low Duct and Louver Cleaning

12.2. High Duct and Louver Cleaning

13. OUTSIDE AREAS

13.1. Snow and Ice Removal

13.2. Reserved

14. MEAT DEPARTMENT PROCESSING, PREPARATION, AND WRAPPING AREAS

14.1. Preparation, Precautions, and Trash Removal

14.2. Trim Barrels and Trim Barrel Storage Area

15. RECEIVING/STORAGE/HOLDING AREA (RSA)

16. Reserved

17. REMOVABLE DISPLAY CASE BUMPER GUARDS

EXHIBIT 4-6-1, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS, PRS(6)

EXHIBITS 4-6-2, 3, 4, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS, PRS(7)

EXHIBIT 4-6-5, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS, PRS(8)

EXHIBIT 4-7, FACILITY LAYOUT

SECTION C-5, REFERENCE DOCUMENTS

5.1. REFERENCE DOCUMENTS AND FORMS AVAILABLE FROM THE GOVERNMENT

5.2. REFERENCE DOCUMENTS TO BE OBTAINED BY THE CONTRACTOR

TECHNICAL EXHIBIT 1, PERFORMANCE REQUIREMENTS SUMMARY

1.1 – 1.1.6. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

2.1. – 2.1.2. GOVERNMENT QUALITY ASSURANCE PROCEDURES

3.1. DETERMINING THE NUMBER OF DEFECTS THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT

3.1.1. Random Sampling Method

3.1.2. – 3.1.2.2. Checklist Method

3.1.3. Rounding Percentages in Computations

4.1. – 4.1.4. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE

5.1. CONTRACTOR PAYMENT

5.1.1. Services Surveilled by Random Sampling

5.1.2. Services Surveilled by Checklist

5.1.3. Computation for Payment for Excess Overwrites

6.1. CONTRACTOR DAMAGE TO COMMISSARY MERCHANDISE

7.1. CONTRACT DISCREPANCY REPORT (CDR)

PERFORMANCE REQUIREMENTS SUMMARY CHARTS

SHELF STOCKING OPERATIONS

RECEIVING/STORAGE/HOLDING AREA OPERATIONS

CUSTODIAL OPERATIONS

SECTION C-1

GENERAL

1.1. SCOPE OF WORK

1.1.1. Contractor Responsibilities. The Contractor shall furnish all personnel, supervision, supplies, equipment, tools, materials and other items and services as necessary to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial tasks in accordance with (IAW) this contract at the Redstone Arsenal Commissary located at 3224 Acton Drive, Redstone Arsenal, Alabama 35898 (near Huntsville), except those identified in SECTION C-2, Government-Furnished Facilities, Services, Equipment and Supplies.

1.1.2. Contractor/Government Relations. Commissaries sell food and non-food items to authorized patrons in facilities and under operating conditions that are very similar to commercial supermarkets. Each commissary has an onsite supervisor—a Store Director—who is responsible for overall commissary operations. When the term Store Director is used elsewhere in this contract, it means the Store Director personally or any commissary personnel designated by a Store Director to act as an authorized representative of the Government. The Government will employ Quality Assurance Evaluators (QAE) to surveil and document Contractor performance. The Government Contracting Officer is responsible for overall administration/oversight of this contract. The Contracting Officer is solely authorized to change contract terms, to terminate the contract for cause, and to make determinations and findings that relate to contract provisions and Contractor performance. To facilitate compliance with the provisions of this contract, and coordination of commissary and contracted operations, the Contractor's Project Manager (PM) and the Store Director should regularly and routinely discuss matters relating to contract performance. As necessary, the Contracting Officer may participate in these discussions. When the term PM is used elsewhere in this contract, it includes the PM and any alternate PM whom the Contractor may employ. Where the term Contractor employee is used elsewhere in this contract, it means any member of the Contractor's work force including the PM.

1.2. COMMISSARY AND CONTRACTOR OPERATING HOURS

1.2.1. Store Operational Hours/Contractor Working Schedule. During all of the hours indicated below for day custodial/stocking and RSHA operations, the Contractor shall have personnel available to perform the work described in Section C-4. The Contractor shall perform all of the work described in Section C-4 for night custodial (including RSHA custodial), meat custodial, and night stocking operations during the "windows of opportunity" indicated as follows.

Store Operational Hours/Contractor Work Schedule														
DAY	Commissary Hours		Day Stocking		Day Custodial		RSHA		Meat Custodial		Night Stocking		Night Custodial	
	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
SUN	9am	6pm	9am	6pm	9am	6pm	---	---	4pm	8pm	---	---	---	---
MON	Closed	---	---	---	---	---	6am	3 pm	---	---	8pm	3am	10pm	6am
TUE	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
WED	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
THU	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
FRI	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
SAT	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am

1.2.2. Days Closed. The Commissary will be closed on the following days:

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

1.2.3. Notification of Closure. The Contractor shall comply with the Government's instructions concerning which days the commissary will be closed. The Store Director will notify the Contractor at least two calendar weeks prior to any scheduled closure of the commissary, including those listed in 1.2.2., or of any change to the list of closures shown in 1.2.2.

1.2.4. Closing for Inclement Weather or Emergency Conditions. In the event that inclement weather or other emergency conditions force commissary closure during normal operating hours, the Store Director will notify the PM. The Contractor shall provide service as long as the commissary remains open. When a closure or delayed reporting time occurs before or after normal business hours, the Store Director will notify the PM. The Store Director and PM will agree upon the method by which the PM will receive notification about closures or delayed reporting times.

1.2.5. Emergencies and Disasters. In the event of fire, flood, hurricane, tornado, other acts of God, power outage, or similar emergency or disaster, only the Contracting Officer, Store Director, commissary manager on duty, or QAE may contact the Contractor and request Contractor support. If the Contractor agrees to perform work in response to any such request, the Contractor shall submit documentation of work performed to the Contracting Officer. The Contracting Officer will make disposition of any such matter IAW the Changes Clause.

1.2.6. Changes in Operating Hours. The Government may change the commissary operating schedule to accommodate patron requirements. These changes may dictate corresponding changes to the Contractor's work schedule. The Contracting Officer will give the Contractor a minimum of two calendar weeks notice prior to implementation of any change to the commissary operating schedule.

1.3. PERSONNEL

1.3.1. General

1.3.1.1. Employment of DeCA/Government Personnel. DeCA management personnel, QAEs, and family members of personnel in these positions are prohibited from working under this contract. All other DeCA personnel, or their family members, who may wish to work under this contract, are prohibited from doing so until having obtained approval in writing from DeCA General Counsel. In the event of a strike by Contractor employees, the Contractor is prohibited from employing any federal civilian employee or active duty military member.

1.3.1.2. Training. The Contractor shall provide training to personnel who operate Government-furnished vehicles or material handling equipment (MHE). The Contractor shall ensure that his/her personnel, who operate power industrial trucks, are trained, qualified, and certified IAW Occupational Safety and Health Administration (OSHA) requirements. The Contractor shall maintain a record of this training and provide a roster of trained personnel to the Store Director. The Government will provide orientation training on new equipment furnished by the Government.

1.3.2. Project Manager (PM)

1.3.2.1. The Contractor shall provide an onsite PM or alternate who shall be present and act with full authority for the Contractor on all contract matters relating to the daily operation of this contract and be responsible for the overall management and coordination of work. The PM and alternate may be working supervisors. These individuals shall be designated in writing (listing names, addresses, and home telephone numbers) to the Contracting Officer and Store Director prior to the contract start date and as changes occur, and shall be the central points of contact for this contract with the Government.

1.3.2.2. The PM or alternate shall be in the Commissary during night operations (and either onsite or available during day operations) when Contractor-provided services are being performed, and shall be available during a mutually agreed upon time to meet on the installation with Government personnel when required to discuss problem areas.

1.3.2.3. The PM and alternate shall be able to read, write, speak, and understand English. Contractor personnel who come in contact with commissary patrons shall be able to communicate in English with the commissary patrons.

1.3.3. Dress Requirements. Contractor personnel shall comply with any applicable dress codes. Contractor employees shall wear a Government-furnished identification badge, which shall be visible at all times while performing work under this contract. The Contractor shall perform a hazard assessment (as required by OSHA - 29 CFR 1910.132) of Contractor operations to identify hazards, if any, which necessitate the use of personal protective equipment (PPE). The Contractor shall select the appropriate PPE, train Contractor employees on PPE requirements, and shall ensure Contractor personnel wear the PPE while exposed to the identified hazard(s).

1.3.4. Consumption or Use of Government Property. The Contractor shall not permit Contractor personnel to consume or use Government-owned resale items or any Government-owned equipment or supplies that are not specifically provided for Contractor use under this contract.

1.3.5. Personal Articles. Contractor employees shall not take any package, purse, lunch sack, box, or other personal articles into commissary areas, except authorized break rooms and locker rooms. The Government will provide the Contractor a designated area, which can be secured, to store Contractor employee articles and the Contractor shall be responsible for the security of the area. Any facilities provided for the storage of Contractor employee personal articles remain Government property and are subject to Government inspection.

1.3.6. Eating and Drinking. The Contractor shall not permit Contractor personnel to eat or drink except in designated break room areas. Contractor employees shall clean up after themselves in break rooms and other areas shared with Government personnel.

1.3.7. Use of Tobacco (to include chewing tobacco and snuff). Contractor employees shall use tobacco products only in areas designated by the Store Director based on DOD policies/directives/guidelines.

1.3.8. Loitering. Off-duty Contractor employees shall not loiter in any working or patron area. Contractor employees shall arrive no earlier than 30 minutes prior to their shift and depart Commissary facilities, to include parking areas, within 30 minutes after completing work. The PM may remain to ensure all work has been completed in compliance with this contract.

1.3.9. Samples, Gratuities and Promotional Activity. Neither the Contractor nor Contractor employees shall accept samples or gratuities in connection with the operation of the commissary. Neither Contractor employees nor members of their immediate families shall participate in drawings for prizes or gifts offered by sales representatives.

1.3.10. Use of Alcoholic Beverages/Drugs. The Contractor shall not permit Contractor employees to work under the influence of alcoholic beverages, illegal drugs, or illegal controlled substances. Contractor personnel are prohibited from using alcoholic beverages, illegal drugs, or illegal controlled substances while on duty.

1.3.11. Removal of Employees for Cause. The Contracting Officer will require, in writing, that the Contractor immediately bar any Contractor employee from performing further work under this contract for any of the following actions: Willful destruction or mishandling of Government, patron, or vendor property; loitering; use of tobacco products (to include cigarettes, chewing tobacco and snuff) in other than designated areas; unauthorized eating, grazing, or theft; acceptance of samples and gratuities; use of alcoholic beverages, illegal drugs or illegal use of controlled substances; execution of work in other than a skillful manner, displaying disruptive/unacceptable behavior (e.g., abusive, demeaning, foul or threatening language and fighting), and willful violations of safety standards by Contractor personnel. Removal of any employees for such cause shall not constitute a valid basis for nonperformance of contract services or a claim for additional compensation.

1.3.12. Criminal Investigations. The Contractor shall provide all available information to assist law enforcement authorities in any investigations.

1.3.13. Installation Access. The Contractor shall be responsible for obtaining installation access as required for all Contractor employees authorized to work at the site. Any Government-furnished identification shall be returned to the Government when the Contractor employee no longer works for the Contractor at this installation.

1.3.13.1. Denial of Installation Access. Contractor employees may be denied access to the military installation by the installation law enforcement officials if it is determined that such entry may be contrary to good order, discipline or the security of the installation. The installation may bar Contractor employees from entering the military installation under the provisions of Title 18, United States Code Section 1382.

1.3.13.2. Motor Vehicle Registration. Prior to commencing work Contractor employees shall register their vehicles in accordance with (IAW) the installation motor vehicle registration regulations.

1.3.14. Bomb Threats. The Government will post a copy of DeCA Bomb Threat Data Card, DeCAF 30-98, in a prominent position at each active telephone. The Contractor shall instruct Contractor personnel to use this form and immediately report to the PM if a bomb threat is received. If Contractor personnel receive a bomb threat for the commissary, the Contractor shall immediately call the installation law enforcement authorities, advise the Store Director or a department manager, and evacuate Contractor personnel from the threatened building(s) IAW the Emergency Evacuation Plan posted in commissary facilities.

1.3.15. Safety. The Contractor shall comply with all applicable OSHA, DoD, DeCA and installation safety regulations. The Contractor shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose of safety. The Contractor shall familiarize his/her employees with the Emergency Evacuation Plan posted in the commissary

locations and with the operation of fire fighting equipment and locations of emergency exits. In the event of an emergency, Contractor personnel performing work during times that entrance/exit doors are locked shall exit through "emergency" or "panic doors" as depicted in the Emergency Evacuation Plan. Contractor personnel performing work during times that entrance/exit doors are unlocked, shall leave the facility through the nearest available exit or emergency exit.

1.3.16. Accident Reporting. The Contractor shall report all accidents immediately to the QAE or on duty Government manager. The Contractor shall maintain an accurate record of, and will report to the Store Director on DeCA Form 30-69, all accidents resulting in death, traumatic injury, occupational illness or damage to any Government property incident to work performed under this contract. Such notification shall be as soon as practicable, but in no case later than the next business day following the accident.

1.3.17. Parking. The Contractor employees shall park only in areas designated by the Store Director.

1.3.18. Shopping Privileges. Contractor employees who are authorized to make purchases in commissaries shall show appropriate identification before purchasing commissary items and shall immediately remove the item(s) purchased from the Commissary through the main exit door.

1.3.18.1. Contractor employees with commissary privileges shall shop in the commissary only when they are off duty. As an exception, the employees with commissary privileges may purchase items for consumption during their lunch breaks. Items purchased during a lunch break shall be consumed in an authorized area.

1.3.18.2. The sales receipt shall be retained with the merchandise until the item is consumed or removed from the premises.

1.3.18.3. Contractor personnel with commissary privileges shall not purchase merchandise for consumption by other personnel or organizations not authorized to shop in the commissary.

1.4. QUALITY CONTROL/QUALITY ASSURANCE

1.4.1. Quality Control. The Contractor shall establish and forward to the Contracting Officer a complete quality control plan. The Contracting Officer will advise the Contractor of the required date for submission. The Contractor shall provide an updated copy of the quality control plan to the Contracting Officer as changes occur. At a minimum the plan shall include the following:

1.4.1.1. Inspection System. The Contractor shall establish an inspection system that covers all the services to be performed under this contract. The inspection system shall identify the areas and items to be inspected, methods of inspection, inspection frequency, and the name(s) and title(s) of the person(s) who shall perform the inspection.

1.4.1.2. Methods of Identifying Deficiencies. The Contractor shall establish methods for identifying (and preventing) deficiencies in the quality of services performed before the level of performance becomes unacceptable.

1.4.1.3. Documenting Inspections/Results. The Contractor shall establish checklists for documenting all inspections conducted along with corrective actions taken. This documentation shall be immediately available to Government representatives designated by the Contracting Officer at anytime during the term of the contract.

1.4.2. Quality Assurance. The Government will monitor the Contractor's performance under this contract using Quality Assurance Evaluator (QAE) inspections. QAEs will inspect for compliance with contract terms. All surveillance observations will be recorded. Those that indicate defective performance shall be initialed by the PM. If the PM nonconcurs with the QAE's surveillance/ observations indicating defective performance, the PM shall submit a written response to the Contracting Officer or designated representative within two working days.

1.4.3. Performance Evaluation Meetings. The Contractor's PM shall meet with the Contracting Officer or Store Director weekly during the first month of the contract. Thereafter, they shall meet as deemed necessary by either party. When a meeting is held, the Government will prepare a memorandum for record of the discussions, send the original to the Contracting Officer and furnish a copy to the PM.

1.5. PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all property while in the Contractor's possession. A Government representative will designate entrances and exits for Contractor personnel to use in the commissary. At the close of each work period, the Contractor shall secure all Government facilities, equipment, and materials provided for Contractor use.

1.6. PERFORMANCE CONTINGENCY PLAN. The Contractor shall provide to the Contracting Officer a Performance Contingency Plan. The Contracting Officer will advise the Contractor of the required date for submission. At a minimum this plan shall indicate:

1.6.1. How the Contractor shall notify the Store Director of a possible disruption of contract performance.

1.6.2. How the Contractor shall perform all work under this contract with minimum disruption of services to Commissary patrons.

1.6.3. How the Contractor shall use supervisory and other personnel presently employed by the Contractor to minimize the impact of the possible disruption of contract performance.

1.6.4. Other sources of reliable personnel in case of a possible disruption of contract performance.

1.7. CUSTODIAL WORK SCHEDULE. The Contractor shall provide a schedule of planned performance of custodial work to the Store Director for approval. The schedule shall include the day, week, or month the Contractor shall perform each required task. The Store Director will advise the Contractor of the required date for submission. The Contractor shall notify the Store Director, in writing, of proposed changes to the schedule at least 10 calendar days prior to the effective date of such changes.

1.8. CONSERVATION OF UTILITIES. The Contractor shall instruct employees in utilities conservation practices and shall operate under conditions that preclude the waste of utilities.

1.9. GOVERNMENT PERFORMANCE OF WORK. The Government reserves the right to perform any work covered by this contract when required to provide patron support. Such actions do not constitute a breach of contract by the Government. The Contractor will not be paid for services performed by the Government.

1.10. GOVERNMENT OBSERVATIONS. In addition to Contracting Officers and QAEs, other Government personnel may from time to time observe Contractor performance/operations; however, these personnel will not interfere with Contractor performance.

SECTION C-2

GOVERNMENT-FURNISHED FACILITIES, SERVICES, EQUIPMENT AND SUPPLIES

2.1. GENERAL. The Government will provide facilities, services, equipment, and supplies as follows:

2.2. FACILITIES

2.2.1. Commissary Facilities. The Government will furnish and/or make available the commissary facilities identified in 1.1.1. for performance of work under this contract. These facilities have been inspected for compliance with OSHA. No hazards have been identified for which workarounds have been established. The Government will correct (if necessary) hazardous conditions in accordance with Government developed and approved plans of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists, or that workaround procedures will not be necessary or that the facilities as furnished will be adequate to meet the responsibilities of the Contractor. The Contractor is responsible for ensuring Contractor employees comply with the requirements of OSHA. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such responsibilities with the exception of the aforementioned responsibility to make corrections IAW approved plans of abatement. The Government will furnish the following facility-related services:

2.2.1.1. Building Maintenance. The Contractor shall notify the Government in writing when repairs or maintenance to Commissary facilities, including installed equipment such as shelving, display fixtures, and balers/compactors, are required. The Contractor shall not alter Commissary facilities without specific prior written approval from the Contracting Officer. At the end of the contract performance, the facilities used in the performance of the required services shall be in the same condition as when Contractor performance began, fair wear and tear and approved modifications excepted.

2.2.1.2. Utilities. The Government will provide the utilities necessary to perform all operations required by this contract.

2.2.1.3. Insect, Pest, and Rodent Control. The Contractor shall notify the Government when insect, pest, or rodent activity is discovered.

2.2.1.4. Bulk Refuse Pickup/Disposal. The Government will provide bulk refuse disposal.

2.2.1.5. Telephone. The Government will provide access to local telephone service (installation and surrounding community). The local service is limited to use for official business only (Government business and emergencies). Subject to availability and installation approval, the Contractor may, at his/her expense, have a telephone installed for non-local calls.

2.2.1.6. Emergency Protection. The Store Director will provide local telephone numbers for police, fire, and medical services.

2.3. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

2.3.1. Equipment

2.3.1.1. Government-Furnished Equipment (GFE). The Government will provide equipment listed at EXHIBIT 2-2, for performance of services required under this contract. The Government will ensure all equipment is in good working order before the Contractor assumes responsibility. The Contractor shall sign a hand receipt for all GFE that the Government provides for the exclusive use of the Contractor. The Government and the Contractor shall take a joint inventory of this equipment upon commencing the basic contract period and any subsequent contract periods that may be established by the Government through exercise of its option to extend the contract term. A joint inventory shall also be conducted at the end of the contract period.

2.3.1.2. New/Additional/Replacement Equipment. The Contractor is expected to meet contract requirements with existing equipment. The Government may furnish replacements with existing equipment or add other new equipment to improve commissary service methods or output. The Government will provide orientation training on new commissary equipment that the contractor will use. The Contractor shall notify the Government when equipment is in need of replacement.

2.3.2. Trash Receptacles and Covers

2.3.3. Baler (shared).

2.3.4. Metal/Plastic Bands for Cardboard Bales

2.3.5. Securable Desk, Chair, and Supply Cabinet to Store Equipment/Supplies

2.3.6. Employee Lockers

2.3.7. Identification Badges. The Contractor shall request employee identification badges from the Store Director during the first tour of duty under this contract.

EXHIBIT 2-1

GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

Commissary Facilities

Work under this contract shall be performed in the facilities identified in 1.1.1. Areas described below are shown on the facility layout that is at EXHIBIT 4-7.

A. The Government will provide the Contractor with a desk, a chair, and a storage cabinet for office supplies, etc., and with space to situate this equipment. If this equipment is located in an area to which the Contractor can control access, then the desk and storage cabinet need not be lockable. If this equipment is located in an area to which the Contractor cannot control access, then the desk and storage cabinet will be lockable.

B. The Government will provide 170 square feet in which the Contractor shall store equipment and operating supplies needed to perform work under this contract. This area will be securable, but the Contractor shall be responsible for maintaining the security of the area, e.g., keeping doors locked, providing locks and keeping them locked, etc.

C. The Government will identify various "designated areas" described elsewhere in the contract.

D. The Government will permit Contractor personnel to use restrooms, break rooms, and water fountains. During and after using these areas Contractor personnel shall clean up after themselves as necessary.

EXHIBIT 2-2

GOVERNMENT-FURNISHED EQUIPMENT (GFE)

The Government will provide the shared equipment listed below to the Contractor for use when performing work under this contract. As indicated in the listing, some of this GFE is provided for Contractor use on a shared basis with the Government and some is for the exclusive use of the Contractor.

A. GFE PROVIDED FOR CONTRACTOR USE ON SHARED BASIS WITH THE GOVERNMENT:

<u>ITEM/MODEL</u>	<u>QUANTITY</u>
Baler	1
Forklift, Yale, Electric, 4-wheel	1
Battery Chargers	6
Pallet Jacks, Electric	2

B. GFE PROVIDED FOR EXCLUSIVE USE BY THE CONTRACTOR:

<u>ITEM/MODEL</u>	<u>SERIAL NUMBER</u>	<u>QUANTITY</u>	<u>CONDITION CODE</u>
Forklift, Clark, Electric, 3-wheel	TM2470402	1	4
	88806, 102797,		
Pallet Jacks, Manual	88804, 102800, 102821	5	4
Stocking Carts, Large		16	5

EXHIBIT 2-3

EQUIPMENT CONDITION CODES

The following data is provided to define the equipment "condition" element codes for equipment provided to the Contractor for performance of services outlined by this contract.

--Code 1, Unused-good. Unused property that is usable without repairs and identical or interchangeable with new items from normal supply sources.

--Code 2, Unused-fair. Unused property that is usable without repairs, but is deteriorated or damaged to the extent that utility is somewhat impaired.

--Code 3, Unused-poor. Unused property that is usable without repairs, but is considerably deteriorated or damaged. Enough utility remains to classify the property better than salvage.

--Code 4, Used-good. Used property that is usable without repairs and most of its useful life remains.

--Code 5, Used-fair. Used property that is usable without repairs, but is somewhat worn or deteriorated and may soon require repairs.

--Code 6, Used-poor. Used property that may be used without repairs, but is considerably worn or deteriorated to the degree that remaining utility is limited or major repairs will soon be required.

--Code 7, Repairs required-good. Required repairs are minor and should not exceed 15 percent of original acquisition cost.

--Code 8, Repairs required-fair. Required repairs are considerable and are estimated to range from 16 to 40 percent of original acquisition cost.

SECTION C-3

CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES

3.1. GENERAL. Except for those items or supplies specifically stated as Government-furnished in SECTION C-2, the Contractor shall furnish everything required to perform the work described in this contract.

3.2. EQUIPMENT

3.2.1. Contractor-Furnished Equipment. Except for items shown at EXHIBIT 2-2, the Contractor shall furnish all equipment required for use under this contract.

3.2.1.1. The Contractor may, but is not required to, use propane fueled floor care equipment on the commissary sales floor to perform custodial functions. If the Contractor chooses to use propane fueled floor care equipment, the Contractor shall meet all standards described in EXHIBIT 3-1. Other than propane fueled floor care equipment; no other gas-powered equipment is authorized for use in the commissary unless specifically approved in writing by the installation fire department and the bioenvironmental/industrial hygiene office.

3.2.2. Compliance with Equipment Standards. All Contractor-furnished equipment shall comply with all applicable OSHA, DeCA, and other nationally recognized consensus standards. The Government reserves the right to require the Contractor to remove from the Commissary premises any Contractor-owned property that does not meet such standards, that is not being used for its intended purpose; or that the Government determines may cause damage or destruction to commissary facilities or property.

3.2.3. Loss or Damage to Contractor Property. The Government will provide a securable area for the Contractor to store Contractor equipment/supplies. The security of the equipment/supplies is the responsibility of the Contractor. The Government will not be responsible in any way for loss or damage occasioned by fire, theft, accident, or otherwise to the Contractor's materials, supplies or equipment stored on Government property, unless the Contracting Officer determines that the loss or damage is due to gross negligence on the part of the Government. Any damage to the Contractor's property/equipment caused as a result of Government operations will be recorded on DeCAF 30-69, Accident Report, by either the QAE or Store Director and forwarded to the DeCA Activity safety representative.

3.3. OPERATING SUPPLIES. The Contractor shall furnish all operating supplies necessary to meet the requirements of this contract.

3.3.1. Compliance with Standards. The Contractor shall use only cleaning/sanitizing/degreasing agents which have been approved for specific use on food contact surfaces by the United States Department of Agriculture (USDA) or the Food and Drug Administration (FDA) in accordance with 21 CFR 178.1010, Sanitizing Solutions. These products must be used in accordance with Environmental Protection Agency (EPA) approved manufacturers' label use instructions and only for the specific purpose for which they have been approved. The Contractor shall use sanitizer test kits to determine that sanitizers meet the required strengths. The Contractor shall keep Material Safety Data Sheets (MSDSs) for all hazardous chemicals used under the contract on the premises and readily accessible for review by Contractor and Government personnel as required by Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1910.1200, Hazard Communication.

3.3.1.1. In fulfilling any supply requirements under this contract that call for plastic bags, the contractor shall procure/use ONLY CLEAR PLASTIC BAGS.

3.3.2. Reserved.

EXHIBIT 3-1

PROPANE (LPG) FUELED EQUIPMENT REQUIREMENTS

The Contractor shall:

A. Provide equipment which:

1. Has components listed by a recognized testing laboratory (e.g., Underwriters Laboratory (UL), Compressed Gas Association (CGA)). (Recommend equipment, which, as a complete unit has received certification (listed) from a recognized testing laboratory, e.g., UL, due to the higher safety factor.)

2. Has an LPG fuel cylinder that is Department of Transportation (DOT) approved (aluminum is recommended due to the requirement for outdoor storage) for use on floor maintenance equipment. LPG cylinders must be equipped with a disconnect fixture to allow removal for outside storage when not in use.

3. Has engine exhaust gas emissions at or below the State of California's, California Air Resource Board (CARB)/Environmental Protection Agency (EPA) criteria.

4. Will not generate noise levels at the operator position, that exceeds the current DoD index level for action, of 8-hour time-weighted noise level of 85 A-weighted decibels (dBA).

B. Provide facilities (typically a lockable cage) to store fuel cylinders in a location exterior to the commissary building. A commissary official (typically the Store Director) will determine the actual storage site. The Contractor shall not maintain more than two fuel cylinders per machine at the commissary or adjacent storage areas. The Contractor shall not refuel any fuel cylinder in the commissary building and will not refuel any cylinder to beyond 80 percent of its rated capacity. Contractor shall remove fuel cylinders from equipment and secure them, in designated storage facilities, at the end of the floor cleaning/care process (typically, will be daily). All fuel handling and storage requirements are subject to the local jurisdiction's (Safety/Fire Protection) approval.

C. Ensure personnel are designated to handle and/or operate equipment. Designated personnel shall be trained or certified to operate/handle equipment in accordance with manufacturer specifications or recommendations (concerning safe storage, handling and operation of equipment, fuel, and maintenance/repair). Upon the request of the Contracting Officer, the Contractor shall provide verification/evidence of such training/certification. Records shall be maintained as required by National Fire Protection Association (NFPA) National Fire Code (NFC) No. 58.

D. Maintain, repair, and/or perform preventive maintenance as specified by the equipment manufacturer. Upon the request of the Contracting Officer, the Contractor shall provide verification/evidence of such actions. All maintenance, other than that defined as operator maintenance, shall be performed off-site, i.e., not at the commissary facility.

E. Provide to trained operators, a device and/or devices, that will "at a glance" indicate the presence of carbon monoxide (CO) before CO reaches the "action" atmospheric levels established by OSHA. Devices shall be kept current and changed out before expiration dates.

F. Meet all requirements within the current edition of:

1. 29 Code of Federal Regulations (CFR) Parts 1900 to 1910 (OSHA General Industry Standards).

2. NFPA NFCs. (Primarily NFPA NFC No. 58, Liquefied Petroleum Gas Code).

SECTION C-4

SPECIFIC TASKS

4.1. GENERAL. The Contractor shall perform all tasks described in this section.

4.2. CONTROLS AND RESTRICTIONS. The following controls and restrictions generally apply to the tasks described below.

4.2.1. Disposition of Damaged Items. The Contractor shall immediately notify the Government of damaged merchandise and make disposition of damaged items discovered during any operations under this contract as described here. Damaged items include: glass, plastic jars or bottles that are cracked, chipped, crushed, or broken; bags or boxes that are cut, crushed, or broken; cans that are rusted or that have swollen or popped lids, dents on seams, or that are dented to the point the can is creased; any item with an illegible, partial, or badly torn label, or without a label; and any item that shows signs of insect or rodent infestation. The Contractor shall separate damaged food items from damaged non-food items and move all damaged items to the damage control area designated by the Government. For this purpose, paper and plastic products such as cups, plates, eating utensils and pet food are considered to be food items. The Contractor shall handle damaged items with care to avoid additional damage to these items. Whenever possible, the Contractor shall mark unlabeled containers to identify contents. The Contractor shall advise the Store Director whenever infested merchandise is discovered. If, during stocking operations, Contractor employees open a case that contains damaged and undamaged units, Contractor employees shall separate out the undamaged units, clean these units if necessary, and stock the undamaged units.

4.2.2. Damage Caused by Contractor. The Contractor shall exercise care to prevent damage to Commissary merchandise when performing any services under this contract. Upon a written determination by the Contracting Officer that Contractor-caused damage to commissary merchandise (including merchandise with expired code dates) is excessive, the Contractor shall reimburse the Government for Contractor-damaged merchandise IAW the table contained in 6.1., TECHNICAL EXHIBIT 1.

4.2.3. Equipment Restrictions. The Contractor shall not use equipment with steel wheels on commissary sales floor areas. The Contractor may use manual pallet jacks and stocking carts with hard rubber or pneumatic wheels that do not mar floors in the sales area. Forklift and pallet jack arms shall be lifted high enough off the floor during operation to prevent scrapes or floor damage.

4.3. SHELF STOCKING

4.3.1. Estimated Shelf Stocking Workload and Line Items.

Cases per month stocked to shelf (Night Stocking)	47,000
Cases per month stocked to shelf (Day Stocking)	6,000
Cases per month stocked to Displays (From <u>4.3.3.7.</u>)	1,200
Total Cases per month stocked to shelf and displays:	54,200
Total Contractor responsible line items (Night Stocking):	6,000

4.3.1.1. Day and Night Stocking Hours of Operation. The Contractor shall perform day and night stocking operations during the times shown in 1.2.1.

4.3.2. Stocking Exclusions. The Contractor shall stock all items of Commissary merchandise except the following categories:

4.3.2.1. Meat department.

4.3.2.2. Produce department.

4.3.2.3. Refrigerated Fluid Milk, Fresh Dairy Products, and Eggs.

4.3.2.4. Tobacco and smoking-cessation products.

4.3.2.5. Contracted Service operations, such as Bakery, Deli, Seafood Markets, Pizza Carts, and Frozen Yogurt.

4.3.2.6. Items Authorized for Vendor stocking as shown on EXHIBIT 4-1. (**Included for day stocking IAW 4.3.3.15.2**).

4.3.3. Shelf Stocking Procedures. Unless otherwise indicated, the following procedures apply to all shelf-stocking operations. Procedures that apply only to day stocking are described, respectively in 4.3.3.15.

4.3.3.1. Cleaning and Dusting. The Contractor shall clean and dust merchandise and exposed shelf areas, as necessary, in all areas for which the Contractor is responsible for stocking to preclude dust or dirt build-up on shelves, shelving components and merchandise. Shelving areas and components include the entire upper surface of all shelves, sides, backs, brackets, moldings on all shelves, and undersides of all shelves, except the undersides of bottom shelves. Cleaning and dusting of shelves shall include removing tape, adhesive backing, plastic "ties," coupon holders, and other such materials from shelf surfaces, to include shelf molding. If dump bins are utilized to hold stock, the Contractor shall remove the dump bins and clean the shelving underneath. The Contractor shall clean up any breakage or spills on shelves or merchandise as soon as possible after each such occurrence. If the Contractor finds signs of rodent infestation, the Contractor shall notify the Store Director and shall clean and sanitize the contaminated areas as soon as possible using cleaning/sanitizing agents authorized in USDA Publication 1419.

4.3.3.2. Methods of Stocking. See EXHIBIT 4-2 for illustration of shelves stocked IAW procedures described below:

4.3.3.2.1. Shelf Locations and Item Allocations. The Contractor shall stock all cases available for stocking in the proper shelf locations and within item allocations. The Contractor shall stock all items to the nearest full case and shall open a case only if the entire contents of the case can be stocked in an item allocation, except as authorized in 4.3.3.2.1.1 for stocking half cases. The Government will designate shelf locations and item allocations with labels and will post new or updated labels as required. The Contractor shall inform the Store Director when a shelf label is missing or illegible; when no shelf space has been allocated for a line item; or when changes to shelf allocations are required to accommodate new products or as the result of increased/decreased sales. The Contractor shall not reduce or exceed the allocated space identified for each line item unless authorized by the Store Director. Periodically, the Store Director may advise the Contractor of changes in item allocations or locations.

4.3.3.2.1.1. Half Cases/Half Cases Remaining. The Contractor shall stock items to the nearest full case, except for those items that the Store Director has specifically identified to be stocked in half cases

because the shelf allocation for these items, even when completely empty, will not hold a full case. Stocking to the nearest half case means that a Contractor shall stock a half case only if the Contractor can stock the entire half case; e.g., 12 of 24, 24 of 48, etc., in the shelf space available. The Government will record a case stocked each time the Contractor stocks the first half of these cases, but will not record any stocking effort when the Contractor stocks the remaining half of these cases.

Estimated # of half cases stocked per month
--

300

4.3.3.2.1.2. Overwrite cases. Overwrite cases are defined as cases that the Government has ordered from FDS distributors for replenishment stocking, and that the Contractor has moved to the sales floor to stock; but which the Contractor cannot stock in shelf space available in item allocations.

4.3.3.2.1.3. Cases Not Stocked. Cases not stocked are defined as cases available that the Contractor could have stocked in shelf space available in item allocations; but which the Contractor did not stock.

4.3.3.2.1.4. Counting Cases. The QAE and the Contractor shall mutually agree upon procedures under which the Government will count overwrite cases and cases-not-stocked. During each night stocking shift, and as stocking occurs during day operations, the Government and Contractor shall agree upon, and the Government will record in writing, the number of overwrite cases, cases-not-stocked, and cases stocked (including half cases as described in 4.3.3.2.1.1.). The Government will not count half cases remaining as overwrite cases or as cases-not-stocked. Regarding overwrite cases, also see 4.3.3.8. The QAE shall forward these counts to the Contracting Officer as part of monthly surveillance documentation.

4.3.3.2.1.5. Disposition of Half Cases Remaining, Overwrite Cases, and Cases-Not-Stocked. The Contractor shall place half cases remaining and overwrite cases in an "overwrite area" designated by the Store Director. The Contractor shall organize these cases by sales floor aisle/section on carts or pallets, as determined by the Store Director. The Contractor shall straighten merchandise in this area as necessary to maintain a neat appearance, to preclude safety hazards, and to facilitate Government preparation of shelf stock replenishment orders from FDS distributors. The Contractor shall identify and select for stocking, items from the overwrite area during day and night stocking operations, as necessary to replenish stock levels on the sales floor. The Contractor shall place cases-not-stocked in a separate area designated by the Store Director and shall stock these cases as soon as possible during the next day's stocking operations.

4.3.3.2.2. Placement of Merchandise Within Item Allocation. The Contractor shall place stock in item allocations so that, upon completion of stocking, the bottom layer of stock is aligned along the front edge of the shelf so that the item allocation is filled from the left edge of the item shelf label to the left edge of the shelf label located to the immediate right of the item being stocked, and, except as described in 4.3.3.2.2.1., shall have the bottom layer of stock filled from the front to the back of the item allocation. Second and higher layers shall be filled, from left to right and back to front, only when the next lower level is completely full.

4.3.3.2.2.1. When units available are not sufficient to fill the bottom layer of an item allocation, the arrangement of a properly stocked item allocation shall be as described in 4.3.3.2.2.; except that: a. Units of "single-layer" items, such as ketchup, liquid salad dressing, liquid bleach, etc., shall be arranged two deep from front edge of the shelf, with all remaining units placed as far as possible toward the back of the item allocation; or, b. All units of "multi-layer" items shall be placed as far as possible toward the front of the item allocation.

4.3.3.2.3. Unit Placement. Except as noted in 4.3.3.2.3.1., the Contractor shall place units upright, directly on top of units in lower layers, and with each unit label turned to face towards the front edge of the shelf.

4.3.3.2.3.1. The Store Director will advise the Contractor if the Contractor shall be required to place some or all boxed/soft-packaged items, (e.g., cereal, dog biscuits, diapers, etc.), with the bottom layer upright and other layers laid flat or upright. The Contractor shall not place cans or jars on their sides.

4.3.3.2.4. Arranging Stock in Item Locations. (**For night stocking only**) Prior to the completion of each night stocking shift, the Contractor shall arrange all Contractor-responsible line items IAW procedures described throughout 4.3.3.2.2. and 4.3.3.2.3., whether or not the Contractor stocked new merchandise in these item locations.

4.3.3.3. Merchandise Rotation. The Contractor shall rotate stock to achieve the following results. When the Contractor is responsible for stocking baby formula, the Contractor shall rotate Contractor stocked baby formula by the code date indicated on the product to ensure product is by date sequence. For example, products on the shelf with dates of June 1, 2009, June 16, 2009 and July 2, 2009, will be properly rotated only if all units marked June 1, 2009 are closest to the front of the shelf, all units marked June 16, 2009 are behind those marked June 1, 2009 and all units marked July 2, 2009 are behind those marked June 16, 2009. The Contractor shall rotate open coded food items by month/year code date marked on the products. For example, products on the shelf with dates of June 3, 2009, June 30, 2009, July 3, 2009, July 16, 2009 and August 4, 2009, will be properly rotated if all units marked June 2009 are in front of units with a July 2009 date and all units marked August 2009 are behind those marked July 2009. The Contractor shall rotate closed code items, items with no codes, and non-food items, as often as necessary to preclude loss to the Government through product deterioration or damage; and, when manufacturers change packaging, to place units with old packaging in front of units with new packaging. *NOTE: There may be some instances where the expiration date of some items on the shelves are a year or more out from the date of random sampling, i.e., random sample April 2008 and it is noted that items with expiration dates of April 2009 are in front of items with expiration dates of March 2009. This will not constitute an "Unsat" rating, unless these items are in front of items with current year expiration date.*

4.3.3.3.1. Expired Code Dates. The Contractor shall not stock items which have reached their expiration date. The Contractor shall remove items encoded with a month/day/year "expiration" date, "do not use after" date or "use before" date, from the shelf or display area prior to the start of the first commissary business day after the date specified. The Contractor shall remove items encoded with a month/year date from the shelf or display area prior to the start of the first commissary business day after the month specified. For example, a Contractor shall remove items encoded "use/sell before January 2009" prior to the start of the first commissary business day in January 2009. The Contractor shall remove items encoded "Use/sell by January 2009," or "Do not use/sell after January 2009," or "Expires January 2009," or "January 2009" prior to the start of the first commissary business day in February 2009. Upon removing expired items from sale, the Contractor shall place these items in an area designated by the Store Director, and notify the Store Director about the expired merchandise. The Government will count merchandise that has expired as a direct result of the Contractor's failure to rotate items properly as damage caused by the Contractor, described in 4.2.2.

4.3.3.4. Stocking Height. The Contractor shall stock merchandise on the top shelf in a manner that can be reached easily and safely by patrons. Merchandise shall not be stocked higher than a 6.5 foot reach from the floor to the top of the item on the top shelf.

4.3.3.5. Repair of Merchandise Labels. The Contractor shall repair, as required, all merchandise labels which are torn or loose on Contractor-responsible line items.

4.3.3.6. Not-In-Stock (NIS). An NIS item is a line item that is not available at the designated shelf location. If an item is NIS, the Contractor shall leave the item allocation empty and shall leave the shelf label for the NIS item in place.

4.3.3.7. Replenish Displays. The Contractor shall replenish stock on displays that are built with Contractor-stocked items. As advised by the Store Director, the Contractor shall stock Contractor responsible line items onto displays located on the ends of aisles, or elsewhere throughout the commissary. At the beginning of each display period, the Store Director will advise the Contractor of the display plan. The Government will allocate display space, will determine when and how displays will be built and dismantled, and will order all original and replenishment stock for displays. As necessary to maintain stock levels and appearance, the Contractor shall stock and straighten display merchandise during day and night stocking operations IAW shelf stocking standards or procedures specific to each display. The Contractor shall clean and dust, and rotate, display stock, as necessary to maintain the standards described for shelf stocking. This does not require the Contractor to build or dismantle displays, or repack and move remaining display merchandise from the sales floor to the RSHA.

Estimated # of cases stocked per month for replenishment of displays*	1,200
--	--------------

*Included in 4.3.1. Total cases stocked

4.3.3.7.1. Reserved

4.3.3.8. Amount of Overwrite Cases. The estimated percentage of overwrite cases per month is seven (7) percent of the total monthly cases available for stocking by the Contractor. In accordance with Schedule B of the contract, the Contractor shall be entitled to invoice the Government for the number of cases exceeding the estimated monthly overwrite percentage. Any case(s) that the Government specifically directs the Contractor to stock shall be included in the number of total cases available for stocking.

4.3.3.9. Mispicked Merchandise. Mispicked merchandise is defined as cases that were not ordered; but were shipped by a distributor or other supplier. If the Contractor identifies cases as mispicked, the Contractor shall notify the Government and place all mispicked items in an area designated by the Store Director. Cases identified as mispicked shall not be counted as overwrite cases. The estimated number of cases of mispicks per month is less than one (1) percent of cases ordered for replenishment stocking.

4.3.3.10. Returning Merchandise to Appropriate Locations. During each Contractor operating day, the Contractor shall return to locations described below all abandoned/misplaced items found throughout the commissary during the Contractor's day/night operations no later than the end of the Contractor's night operations. For example, all abandoned/misplaced items found during the 15th of the month day operations and during the overnight 15th-16th of the month night operations would have to be returned to appropriate locations no later than the end of the Contractor's night operations on the morning of the 16th of month. Contractor day personnel shall respond to requests to pick up refrigerated items left at the checkout point, or found during routine day custodial/stocking activities, and return these immediately to a designated area, other than the original stock location, unless otherwise directed by the Store Director. If the Store Director or their qualified representative determines that a product still in its desired state (frozen if freeze, chilled if chill) is "Fit for Intended Purposes," then the Contractor shall immediately return the designated refrigerated items to their original stock location. Contractor day personnel shall also periodically collect abandoned/misplaced non-refrigerated items at the checkout point and elsewhere; and, at the Contractor's option, shall return these items as they are found, or set aside for later

handling. The Contractor shall return all non-refrigerated items to shelf locations and shall place any damaged merchandise in a designated damage control location.

4.3.3.11. Disposal of Cardboard. Cardboard is defined as cardboard and paper that is dry and unwaxed, and does not include plastic bands or wrap, metal bands or straps, or any other types of packaging materials. During day operations, the Contractor shall continually remove from throughout the commissary sales area all cardboard generated by sales activity and by Contractor stocking, and shall place the cardboard in the baler. During night stocking operations, the Contractor shall breakdown and remove from the sales area all cardboard that is generated by Contractor stocking, and shall place the cardboard in the baler. The Contractor shall also dispose of all cardboard generated directly from Contractor RSHA operations. The Contractor is not responsible for collecting or placing in baler any cardboard generated by vendor stockers or by Commissary personnel. *The Contractor is not responsible for making bales during hours when they are not scheduled to work; however, Contractor shall ensure that all bales have been processed prior to the end of their shift. Government employees will process bales during hours when Contractor personnel are not scheduled to work.* Regardless of the source of the cardboard, the Contractor shall make a bale whenever the baler is full, tie off the bales, remove bales from baler, and either move the bales to a temporary holding location within the RSHA, or place all bales in a permanent storage location, or in or on a transport trailer, as designated by the Store Director. If a bale breaks during handling by the Contractor, the Contractor shall pick up contents of the bale and rebale it. The Contractor shall ensure that all Contractor employees who use the baler are trained in the safe operation of this equipment. In the event of a mechanical failure in the baler, the Contractor shall breakdown and stack cardboard in an area designated by the Store Director.

4.3.3.12. Disposal of Waste Materials. The Contractor shall remove waste materials other than the cardboard, e.g., tape, metal/plastic bands, or other debris/trash, from the Commissary sales area upon completion of night shift and during day operations, at a frequency sufficient to minimize objectionable odors and prevent attracting insects or rodents, and dispose of these waste materials by placing them in dumpsters/waste compactor identified by the Store Director. When making disposition of waste materials, Contractor personnel shall close lids or doors of dumpsters and other waste collection containers when these are not in immediate use by the Contractor.

4.3.3.13. Emergency Stocking Requirements. As requested by the Government, the Contractor shall respond to requests to unstock, remove, and transport or relocate products (to include vendor stocked items) in freezers, refrigerated display cases, or coolers that are required to be removed, repositioned or transported to another designated area and stocked because of equipment or power malfunction or failure. The Government and the Contractor shall jointly determine and mutually agree upon the case count at the time of the emergency. The QAE will submit the count of any such cases to the Contracting Officer as a separate sub-total in the QAE's month-end submission of cases stocked.

4.3.3.14. Replenishment Stocking from Commissary Stock on Hand. In coordination with the Store Director, the Contractor shall develop procedures by which stock on hand in the overwrite area or RSHA is identified for stocking in shelf locations as needed during day and night stocking operations.

4.3.3.14.1. Cases Stocked from Commissary Stock on Hand. The Store Director and Contractor shall mutually agree on procedures for the Government to certify the number of cases that the Contractor stocks from the overwrite area or any other area within the RSHA. During both day and night stocking operations, the Government will count these cases before the Contractor begins stocking. After the completion of stocking operations, the Government will count the number of cases remaining to determine the actual number of Contractor stocked cases. The Government will record and pay for "half cases" when the first half of the case is stocked, IAW 4.3.3.2.1.1.

4.3.3.14.2. Identifying Cases on Hand Needed for Replenishment Stocking. The Contractor shall identify and select for stocking any cases on hand needed for replenishment stocking during day and night stocking operations that are situated in any areas within the RSHA. The Government will certify the number of cases stocked IAW the procedures developed under 4.3.3.14.1.

4.3.3.15. Tasks Specific to Day Stocking. Procedures common to both day and night stocking are described in 4.3.3. through 4.3.3.14.2.

4.3.3.15.1. Assistance to Patrons. Contract stockers shall courteously refer patrons to commissary Government personnel for assistance and fill customer requests for case lot orders from the RSHA.

4.3.3.15.2. Replenishment Stocking and Stock Availability. The Contractor shall determine items and quantities of merchandise to be stocked during the Contractor's day stocking coverage to maintain stock availability of 95% during the Contractor's day stocking coverage for items identified for Contractor stocking in 4.3.1., contingent upon the Government having stock of these items available in sufficient quantity to enable the Contractor to maintain 95% stock availability. The stock availability percentage is computed as follows: total number of Contractor-responsible line items available for purchase at assigned shelf locations, adjusted for items that the Government has not made available in sufficient quantity, divided by the total number of Contractor-responsible line items shown in 4.3.1. times 100. Stock availability for any item is defined as having that item available for patron selection/purchase at the assigned sales floor shelf location. Items to be stocked may also be identified by Government personnel and relayed to Contractor personnel for stocking. The Contractor shall begin replenishment stocking within 30 minutes after notification. The Contractor shall determine stocking priorities, obtain merchandise from appropriate locations (overwrite area and other areas within the RSHA), and accomplish stocking actions as often as necessary to avoid out of stock situations. The Contractor shall ensure that empty shelf spaces are stocked first and that some units of all available line items (to include vendor-stocked items listed on EXHIBIT 4-1) are available at shelf locations throughout Contractor's day stocking coverage.

4.3.3.15.3. Day Stocking Operations. The Contractor shall comply with the Store Director's instructions concerning the types and quantities of stocking equipment to be used on the sales floor during Commissary operating hours. Additionally, the Contractor shall cut or break cases for day stocking only in Commissary receiving/storage or backup holding areas.

4.3.3.16. Reserved

4.3.3.17. Reserved

4.3.3.18. Reserved

4.4. RECEIVING/STORAGE/HOLDING AREA (RSHA) OPERATIONS

4.4.1. General. The Contractor shall operate the commissary RSHA during the times identified in 1.2.1. During these periods of RSHA operations, the Contractor shall handle deliveries of all items except "direct delivery" items that vendors offload. Also excluded are fresh and smoked meats, fresh fruits and vegetables, refrigerated fluid milk and associated dairy products, and eggs that are not delivered as a part of FDS shipments.

4.4.2. RSHA Operations. The Contractor shall handle deliveries IAW the following procedures:

4.4.2.1. Medical Food Inspection. All incoming commissary food shipments are subject to medical food inspection. Commissary personnel will coordinate delivery activity with food inspectors. The Contractor shall not open delivery containers nor begin to offload merchandise delivered to the commissary until notification is received from commissary personnel that a delivery is available for offloading.

4.4.2.2. Offload Trucks. Offloading is a process in which merchandise is removed from the vehicle of transport by pallet loads using a forklift or other MHE, and then placed in a designated receiving area. Prior to offloading a truck using a forklift or other powered MHE, the Contractor shall insure that the truck being offloaded is secured by a vehicle restraint system or Government-provided wheel chocks. A Contractor shall offload deliveries in the sequence that deliveries arrive, i.e., first come, first offloaded. A Contractor shall begin to offload each delivery no later than five (5) minutes after having received notification from the Government that a delivery is available for offloading, and shall offload merchandise that arrives already palletized at a productivity rate of at least 30 pallets per hour for all pallets offloaded.

Estimated number of cases per month to OFFLOAD:	
Semi-perishable cases, (a)	89,200
Perishable (chill & frozen) cases, (b)	24,200
Tobacco products, (c)	100
Operating supplies cases, (d)	2,000
TOTAL CASES TO OFFLOAD (a+b+c+d):	115,500

4.4.2.3. Prepare Merchandise for Government Receipt (PrepGovtRcpt). Preparing merchandise for Government receipt involves rearranging or shifting cases only to the extent necessary to allow Government receivers to accurately count cases received. Unless advised otherwise by the Government, the Contractor shall prepare all cases offloaded for Government receipt.

Estimated number of cases per month to PREPARE FOR GOVERNMENT RECEIPT:	
Semi-perishable cases, (a)	89,200
Perishable (chill & frozen) cases, (b)	24,200
Tobacco products, (c)	100
Operating supplies cases, (d)	2,000
TOTAL CASES TO PREPARE FOR GOVERNMENT RECEIPT: (a+b+c+d):	115,500

4.4.2.4. Transport Merchandise. Transporting merchandise involves moving pallets or cartloads of perishable merchandise (a perishable item is one that normally requires controlled temperature or humidity in transportation and storage), tobacco products and operating supplies from the receiving area to holding areas, and placing the pallets/cartloads of merchandise in those holding areas. Within 15 minutes of completion of Government receiving of perishable merchandise, the Contractor shall transport perishable items into an appropriate refrigerated storage area for further disposition by commissary personnel or vendor stockers. Within 30 minutes of completion of Government receiving, the Contractor shall transport pallets/cartloads of tobacco products and operating supplies to holding areas designated by the Store Director. The Contractor shall make no further disposition of tobacco products; but shall store operating supplies, if this contract contains that storing requirement. The Contractor shall transport pallets/cartloads of merchandise at a productivity rate of at least 20 pallets per hour for all pallets/carts transported.

Estimated number of cases per month to TRANSPORT:	
Perishable (chill & frozen) cases, (a)	24,200
Tobacco products, (b)	100
Operating supplies cases, (c)	2,000
TOTAL CASES TO TRANSPORT (a+b+c):	26,300

4.4.2.5. Segregate Merchandise. Segregate means separating semi-perishable cases (a semi-perishable item is one that does not normally require controlled temperatures or humidity in transportation and storage) by Contractor-stocked cases, vendor-stocked cases, cases for displays and new items as identified by the Government. Following Government receipt of merchandise, the Contractor shall move all semi-perishable cases delivered from FDS and non-FDS suppliers from the receiving area to the area designated for segregating merchandise (if the "segregating" area is different than the receiving area), and shall segregate all semi-perishable cases as described above. The Contractor shall neatly stack new items, vendor-stocked cases and display cases on pallets or carts as indicated by the Store Director and place the pallets or carts containing new items, vendor-stocked cases and display cases in holding areas designated by the Store Director. At Contractor's option, the Contractor may sort Contractor-stocked cases by aisle/commodity. The Contractor is not required to sort vendor-stocked or display cases.

Estimated number of cases per month to SEGREGATE	89,200
---	---------------

4.4.2.5.1. Reserved

4.4.2.6. Reserved

4.4.2.7. Store Merchandise. Storing means placing full cases in locations that have been specifically assigned by line item, until such time as the cases are needed for replenishment stocking. The Contractor shall store only those cases of operating supply items, residual stock from displays and semi-perishable items identified by the Store Director. In the case of semi-perishables, these cases generally consist of fast moving items for which the commissary carries a "safety stock." These items may include contractor-stocked and non-contractor-stocked merchandise. The Store Director will provide a storage location plan to the Contractor. The Contractor shall manage the storage location plan, submitting proposed changes to be approved by the Store Director. The Contractor shall store all of the cases that have been specifically assigned locations by line item, within 8 hours after completion of Government receipt of the cases. The disposition of overwrite cases, as described in 4.3.3.2.1.5., is not part of this "Store Merchandise" workload.

Estimated number of line items and cases per month to STORE:		
	Line Items	Cases
Semi-perishables, (a)	200	600
Operating Supplies, (b)	20	900
Total to STORE (a+b):	220	1,500

4.4.2.8. Pull Merchandise. Pulling means using a manually or electronically generated pull sheet, or other means, to identify cases of merchandise that were stored by line item location, then pulling cases available, and moving those cases selected either to a holding area to await stocking, directly to the sales area for replenishment stocking, or to fill patron "special order" requirements. The Contractor shall pull the cases of operating supply items and semi-perishable items that have been stored by line item location in accordance with 4.4.2.7., as necessary for replenishment stocking, or as required by the Store Director.

Identifying and selecting overwrite cases for replenishment stocking, as described in 4.3.3.2.1.5., is not part of this "Pull Merchandise" workload.

Estimated number of line items and cases per month to PULL:		
	Line Items	Cases
Semi-perishables, (a)	200	500
Operating Supplies, (b)	20	900
Total to PULL (a+b):	220	1,400

4.4.2.9. Reserved

4.4.2.10. Reserved

4.4.2.11. Pallets. The Contractor shall place excess serviceable pallets in stacks no more than 20 pallets high, in an area designated by the Store Director. A serviceable pallet is a pallet that is sturdy, capable of supporting its load, and free of missing or broken slats or exposed nails. The Contractor shall load exchange pallets onto distributors' trucks. Unserviceable pallets shall be turned over to the Government for disposition.

4.4.2.12. Stock Rotation. The Contractor shall handle, rotate, select and issue cases of Contractor-stocked items in the RSHA to achieve the rotation results in shelf stocking operations described in 4.3.3.3.- 4.3.3.3.1.

4.4.2.12.1. The Contractor shall identify to the Government any cases that the Contractor might find while processing distributor loads that are within a week of expiration, or that have reached or exceeded the expiration date.

4.4.2.13. Hazardous Food Recalls. Recalls of hazardous foods may be issued by the US Food and Drug Administration (FDA), US Department of Agriculture (USDA), or other Government agencies. When the Store Director notifies the Contractor of a food recall, the Contractor shall assist in the following actions:

a. Immediately act to identify stocks of hazardous foods that may be on the shelf and in the RSHA, segregate those present, conspicuously mark, and secure the items in a "Medical Hold" (area designated by the Store Director) status to preclude their further issue, sale, or use. Authorized medical food inspection personnel shall assist in the identification of stocks.

b. Immediately verbally notify the Store Director of the amount of hazardous foods on the shelf and in the RSHA.

c. Retain hazardous foods in a "Medical Hold" status until the Government issues final disposition instructions.

4.4.3. Equipment Maintenance and Repair. The Contractor shall provide all labor, repair parts and supplies necessary to maintain and repair all Government-furnished equipment (GFE) listed in EXHIBIT 2-2, except equipment provided on a shared basis, to perform the services covered by this contract. As used here maintenance means both operator and preventive/scheduled maintenance.

4.4.3.1. Repair of Equipment at Off-Site Locations. If work must be performed on equipment at a location other than the Commissary, the Contractor assumes the risk of and shall be responsible for any

loss of or damage to Government property while in his possession. The Contractor shall obtain written approval from the Store Director before removing Government equipment from the installation. If the equipment is lost or damaged, the Contractor shall notify the Contracting Officer immediately and furnish a statement as to time and origin of the loss, and the extent of damage to the equipment. The Contractor is responsible for the transportation of equipment to and from the Contractor's plant.

4.4.3.2. Equipment Service Log. The Contractor shall establish a "Service Log" for each piece of equipment and shall document all maintenance inspections, service, and repairs in the appropriate service log. Documentation shall include at a minimum: the date/time of service, type and model number and serial number of equipment, time (labor hours) spent to repair the equipment, description of maintenance or repair performed, and parts (if any) installed. The Contractor shall keep equipment service logs in a location where they can be made available for government review at any time. The Contractor shall turn the equipment service logs over to the Government at the end of the contract period.

4.4.3.3. Equipment Maintenance. The Contractor shall furnish and install at no additional cost to the Government, all materials required to perform maintenance in accordance with the manufacturer's specifications shown in the original equipment manufacturer's (OEM) manual or equivalent maintenance manual. These materials include but are not limited to, oil, grease for bearing lubrication, etc.

4.4.3.3.1. Maintenance Schedule. The Contractor shall provide a maintenance schedule for each piece of GFE to the Store Director no later than 2 calendar weeks after assuming possession of the GFE. This schedule shall show the types, duration, and frequencies of maintenance (including operator maintenance) that the Contractor proposes to perform, and shall be based on those prescribed in the OEM or equivalent maintenance manual. (See EXHIBIT 4-4 for a sample equipment maintenance inspection checklist that generally shows areas of operator/preventive maintenance.)

4.4.3.4. Equipment Repair. The Contractor shall repair/replace parts, assemblies, sub-assemblies, and components to maintain all government-furnished equipment in the condition necessary to meet applicable safety standards and to accomplish all work covered by this contract.

4.4.3.4.1. Repair Parts. The Contractor shall furnish all repair parts. Only new commercially available parts or parts equal in performance to new parts shall be used in making equipment repairs. The Contractor shall coordinate with the Store Director prior to purchasing a repair part or repair parts with a total estimated value of more than \$100.00.

4.4.3.4.2. Reimbursement for Repair Parts. The Government will reimburse the Contractor for the actual cost of repair parts and for the cost of parts installation at the hourly rate shown in Section B of the contract. As documentation to support reimbursement, the Contractor shall provide to the Store Director a copy of the parts purchased receipt, and the original service ticket, signed by the service technician, that includes the information described in 4.4.3.2. The Store Director or designee will sign each service ticket and forward the signed service ticket and the parts purchased receipt to the QAE. The QAE will retain the originals of these service tickets and a copy of parts purchased receipts, and will submit copies of both documents to the Contracting Officer together with the monthly DD 250 Receiving Report.

4.5. FORMAL INVENTORIES

4.5.1. General. The Store Director will notify the Contractor at least two (2) calendar weeks in advance of inventories. Inventories are normally scheduled annually and take approximately three (3) days to complete. Inventories may be conducted at night, on holidays, and/or weekends. The notification will include an alternate work schedule and procedures for accomplishing all work under this contract, prior to, during, and after the inventory period. The Contractor shall comply with alternate work schedules and

procedures during the inventory period. Upon completion of the inventory, the Store Director will notify the Contractor to resume the regular work schedule for performing all work under this contract.

4.5.1.1. Prepare for Inventories. The Contractor shall be responsible for aligning and leveling all line items /merchandise in the sales area, overwrite area, and Receiving/Storage/Holding area prior to the inventory start date.

4.5.1.2. Assist with Inventories. Contractor personnel shall be available in the RSHA to assist inventory personnel in identifying items, locating various sections, and providing MHE to include safety pallets and MHE operators to assist inventory personnel in their tasks.

4.5.1.3. Certifying Actual Hours Required for the Inventory Preparation/Assistance. The Contractor shall maintain a personnel sign-in/sign-out log with which to document the actual number of hours used for inventory preparation/assistance. Upon completion of inventory, the Contractor shall submit this log to the Store Director and the QAE for review. During this review, the Store Director and the Contractor shall agree upon the actual number of hours that the Contractor used for inventory. Following this review, the Contractor shall submit a copy of the log and a copy of the payroll documentation, both of which shall show the actual hours used, to the Contracting Officer. The QAE shall include the payment amount on the monthly DD Form 250 for the actual number of hours certified for Inventory Preparation/Assistance, identifying this service by contract line item number on the DD Form 250.

4.6. CUSTODIAL

4.6.1. Exclusions. The following sections/departments are excluded from the custodial part of this PWS:

4.6.1.1. Meat Department backup storage area and interior of display cases.

4.6.1.2. Produce Department processing, preparation and wrapping area; backup storage area; and interior of display cases.

4.6.1.3. Dairy department, backup storage area, and interior of display cases.

4.6.1.4. Frozen/chill food backup storage area and interior of display cases.

4.6.1.5. Service Bakery, Deli, and Seafood operations.

4.6.1.6. Reserved

4.6.2. Custodial Tasks

4.6.2.1. Day Custodial. Day custodial refers to custodial tasks that are normally done during hours when the commissary is open for business, when custodial care is generally limited to rapid response and quick fix action necessary to maintain clean and safe conditions.

4.6.2.1.1. Restroom Cleaning, Maintenance, and Resupply. At the start of the Contractor's day custodial shift and at least every two (2) hours thereafter, throughout the Contractor's day custodial shift, the Contractor shall clean, maintain, and resupply restrooms as needed. Clean, maintain, and resupply means emptying trash receptacles to prevent overflow; removing debris and litter from floors and furnishings, spot cleaning fixtures, floors and walls; replenishing paper products, soap and other supplies to prevent outages, replacing burnt out light bulbs, and reporting facility or equipment defects to the Store Director.

4.6.2.1.2. Emergency Cleaning-Government Notification. When the Government finds unclean or unsafe conditions in commissary entrance, exit, front end, cart storage, sales floor areas, or in break rooms, locker rooms, restrooms, or in RSHA, the Government will notify the Contractor of such conditions. These conditions may be the result of broken merchandise containers, spills, patron traffic, accumulation of debris or trash of any sort, inclement weather, or personal injury, which may involve blood or other potentially infectious materials. This includes ice and snow build-up in outside areas. **Within five (5) minutes of notification by the Government, the Contractor shall begin taking whatever action may be necessary to clean up or remove the condition identified, to include removal of ice and snow build-up.** During these clean up operations, the Contractor shall take appropriate precautions, such as blocking off unsafe areas, or posting "wet floor" signs as needed.

4.6.2.1.3. Cleaning Without Government Notification. When Contractor personnel find an unclean or unsafe condition in any of the areas described above, they shall take whatever action may be necessary to clean up or remove the condition without notification by the Government.

4.6.2.2. Night Custodial Tasks. Night custodial refers to custodial tasks indicated on the frequency charts in EXHIBITS 4-6-1 THROUGH 4-6-5, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS that require much deeper and more extensive operations than can be done during day custodial coverage. *(Although the Government generally expects the Contractor to do night custodial tasks during the days/times shown, the Store Director and the Contractor may mutually agree that the Contractor can do certain night custodial tasks (window cleaning, cleaning outside areas, cleaning offices, cleaning underneath end caps) during hours of daylight or during commissary operating hours. The criteria for any such agreements are that they facilitate completion of the tasks and do not add to contract costs or interfere with day stocking/custodial tasks.)*

4.6.3. Hazardous Chemicals or Materials. The Contractor shall document the presence of hazardous chemicals or materials in Contractor operations, and, as necessary, shall clean up spills of hazardous chemicals or materials using the procedures described below.

4.6.3.1. Material Safety Data Sheets (MSDS). The Contractor shall obtain MSDS for all chemicals designated as either Federal or State OSHA classified hazardous chemicals (29 CFR 1910.1200, Hazard Communication). The Contractor shall develop a list of these chemicals and provide it to store management for inclusion in the store-wide chemical listing. One copy of each MSDS shall be posted in the area where the chemical is stored. A second copy shall be given to the Store Director for retention by store safety personnel. The MSDS lists hazardous components, dangers, i.e., what the component is reactive with, the Chemical Abstract Service Number, clean up and fire fighting instructions/equipment, personal protective equipment required, etc.

4.6.3.2. Clean up of Hazardous Chemicals or Materials. Any spilled hazardous chemicals or materials shall be handled by Contractor personnel as follows:

- a. Immediately notify the Project Manager and the Store Director.
- b. Avoid skin contact with the spilled materials; use rubber gloves and boots as necessary. Take care not to inhale vapors.
- c. Clean up in accordance with the MSDS instructions. If clean-up instructions call for absorption, pour unscented cat box filler, sawdust, or other absorbent material on the spill to soak it up.

d. Do not mix spilled materials with any other chemicals unless MSDS instructions indicate to do so! Some chemical mixtures, such as chlorine and ammonia, create deadly fumes. If there is a strong odor of the hazardous chemicals or materials, air the room as much as possible. Open doors and windows; turn on any exhaust fans.

e. Follow MSDS instructions for disposal of spilled material. It is illegal to dispose of many chemicals by pouring down the drain or placing in landfills. Store personnel should contact the installation environmental officer if disposal guidance is needed.

EXHIBIT 4-1

LIST OF CATEGORIES/ITEMS AUTHORIZED FOR VENDOR STOCKING

The Contractor shall stock these categories/items during day stocking operations, but only as absolutely necessary to avoid out of stock conditions. Contractor is NOT authorized to stock these categories/items during night stocking operations.

All frozen food categories

All refrigerated products (milk and eggs roll in/out cart loading)

Baby foods, baby supplies, e.g., rubber pants, bottles and bottle accessories

Candy and gum

Fresh prepackaged bakery products

Authentic German and Oriental Products (includes oriental soft pack and cup of noodles)

Gourmet and natural foods

Pasta

Snack items (e.g., chips, nuts, crackers, cookies, pretzels, salty snacks, and all popcorn)

Soft drinks, bottled water (includes FDS bottled water)

Spices, seasonings, extracts, herbs, food coloring, dehydrated sauces, and cake decorations (excluding baking nuts)

Batteries, cellophane tapes, mailing supplies, and shoe polish

Health and beauty care products, razor and razor blades (excludes sanitary products, personal care category, and adult incontinence products)

Vitamins and body builder products

Hosiery

Light bulbs

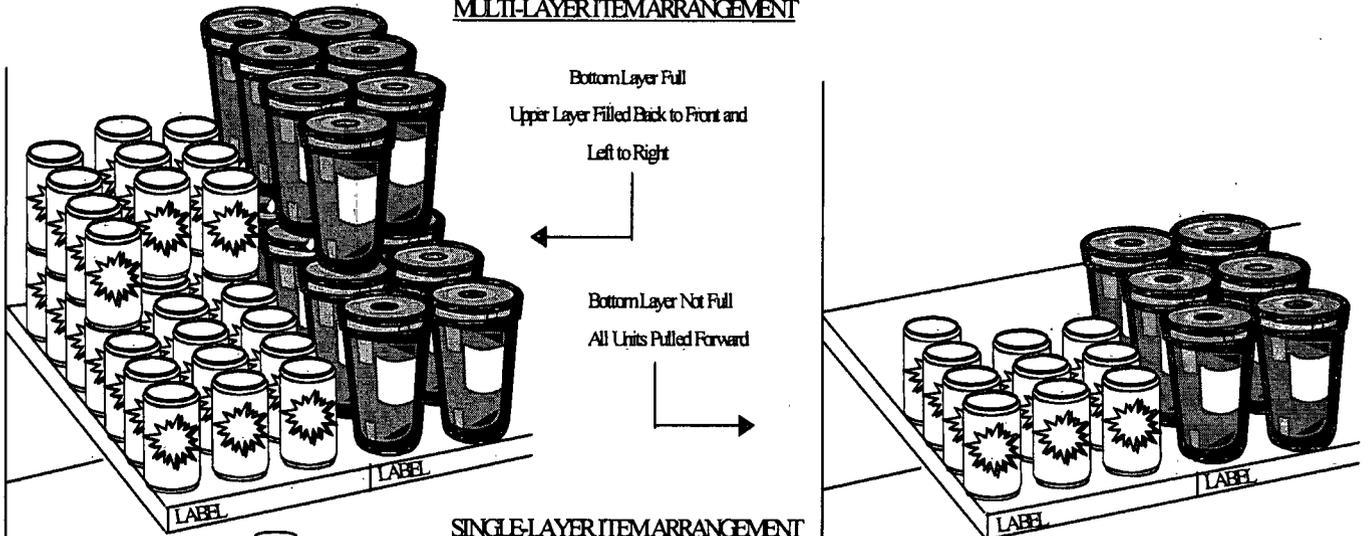
Pet supplies and birdseed (does not include pet food or edible treats)

All scrubbers, sponges, rubber gloves, and all Blind-made products

EXHIBIT 4-2

METHODS OF STOCKING

MULTI-LAYER ITEM ARRANGEMENT



SINGLE-LAYER ITEM ARRANGEMENT

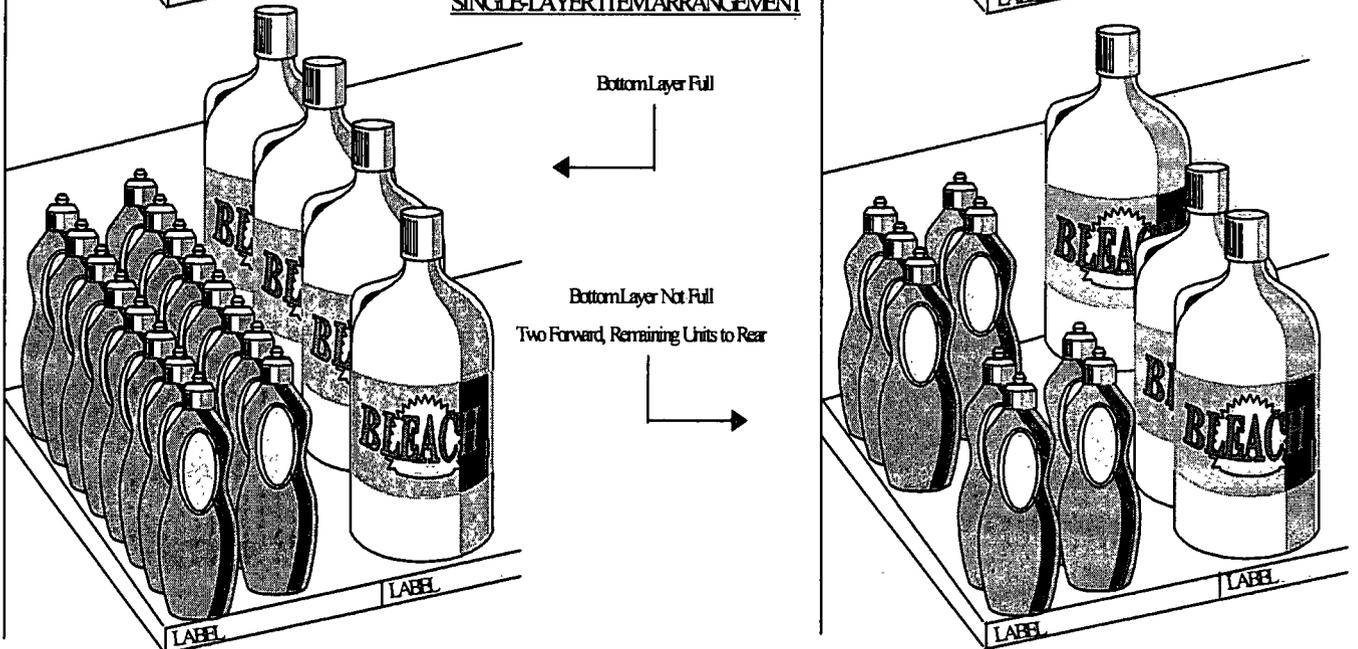


EXHIBIT 4-3

FDS DISTRIBUTOR DELIVERY SCHEDULE

The Contractor shall handle FDS deliveries 4.4. and this schedule .

DISTRIBUTOR	SUN	MON	TUE	WED	THU	FRI	SAT
GROCERY SUPPLY							
DELIVERY TIME:	--	6 - 10 am					
# TRUCKS:		1-2	1-2	1-2	1-2	1-2	1-2
STOCKED ON:		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
SUPER VALU							
DELIVERY TIME:	--	9 - 10 am					
# TRUCKS:		1-2	1-2	1-2	1-2	1-2	1-2
STOCKED ON:		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

--No delivery.

EXHIBIT 4-4

EQUIPMENT MAINTENANCE CHECKLIST

Material Handling Equipment (MHE) Operator Maintenance Inspection Checklist

1. The Contractor shall perform and document operator maintenance inspections.
2. The operator maintenance inspection services described in the following sample checklist are for general application to all MHE. Those procedures that may not apply to a specific item of equipment may be disregarded. Where additional or different services are prescribed in specific Original Equipment Manufacturers' (OEM) manuals, the appropriate procedures shall be recorded on the checklist to assure that those services are performed.

- Check the vehicle and engine compartment for oil leaks
- Check for broken or missing components or other visible evidence of damage
- Clean the equipment as necessary
- Check to make sure that the safety equipment, e.g., fire extinguisher, overhead guard, etc., is present and mounted properly
- Check the tires for wear, cuts, presence of foreign objects
- Check all lights to make sure they operate properly
- Check the ammeter operation
- Check all hydraulic controls for binding/other defects
- Check the horn to make sure it is audible to 300 ft
- Check any other instruments for evidence of malfunction
- Check the brake to make sure that it will stop the equipment without side pull, chatter, or noise
- Check the handbrake to be sure that it holds the equipment on a reasonable incline
- Observe whether the motor has adequate power and acceleration and whether it operates without unusual noises, stalling, and overheating
- Check the operation of the transmission control lever for binding, looseness, and engagement
- Check the operation of the transmission for proper response.
- Check for any tendency of equipment to wander, bind, shimmy, or pull to one side while moving
- Observe both the lift and tilt controls to be sure they operate properly, return automatically, and if there are any binding or chattering noises during lifting operations

- Listen for noises that may indicate damaged, worn, or loose parts; a damaged or vibrating power train, or loose body components
- At scheduled stops, inspect the floor under the truck for signs of leaks
- Check and maintain the level of electrolyte in the battery one-half inch above the plates
- Check the battery case for cracks, leaks, and overall cleanliness
- Check the battery, terminals, and cables for secure mounting and evidence of deterioration
- Check the specific gravity of the electrolyte in battery
- Check the battery charger cables, connector, power cord and plug, switches, lights, and the indicator for damage and proper operation

EXHIBIT 4-5

CUSTODIAL SERVICES AND QUALITY STANDARDS

1. GENERAL. The Contractor shall perform night custodial tasks in all areas and on all items identified on the charts that are part of this exhibit. Each task shown on the charts is cross-referenced to the standard applicable to that task. The Contractor shall determine the specific techniques and frequency of performance required to maintain these quality standards. The Government will surveil the Contractor's custodial performance in all areas and on all items identified on EXHIBITS 4-6-1 through 4-6-5 at the frequencies shown on these charts and in accordance with the quality standards described below. The frequencies/techniques identified on EXHIBITS 4-6-1 through 4-6-5 also represent the Government's estimate of frequencies/techniques to achieve the quality standards.

2. FLOOR MAINTENANCE

2.1. General. Proper floor maintenance results from a program of care that includes: consideration of the age and type of floor covering and of specifications for care provided by manufacturers or industry groups; use of equipment, supplies, and procedures that are consistent with specifications for floor type and will not damage advertising attached to the sales floor, if applicable; and employment of personnel trained in proper floor care procedures. (NOTE: Advertising attached to the sales floor holds up to scrubbing except deep cleaning associated with floor stripping.) At least two weeks prior to doing any deep cleaning of floors that have advertising attached, the Contractor shall notify the Store Director of the deep cleaning date so that the advertising can be removed by other than Contractor personnel prior to Contractor cleaning. Floor maintenance is defined to include moving or tilting furniture, trash receptacles, shopping carts, carry-out carts, handicapped carts, mobile merchandisers, and other easily moveable items to permit maintenance of the floor underneath; and returning all items moved to their original locations following completion of floor care operations. Merchandisers are defined as racks/ "off shelf" fixtures of various types situated throughout commissaries to display products usually purchased on impulse. Some merchandisers are designed to be mobile or easily moveable while some are not easily moveable because of their size, weight, etc. "Front end merchandisers" refer specifically to those merchandisers which are located next to the cash registers at the inside end of checkout lanes and are used to display items such as candies, chewing gums, batteries, razor blades, etc. The entire floor shall be free of debris, streaks or film, scuff or heel marks, dirt/wax build-up, food residue, scratches or other stains or discoloration. In addition, floor maintenance operations include removing splash marks, floor cleaning solutions and mop streaks from baseboards, furniture, trash receptacles, gondolas, display cases, shelf bases, checkout stands, and other store fixtures.

2.2. Tile Floor Coverings (Ceramic and Vinyl) and Specialty Floors. Floor maintenance may include techniques of sweeping, wet/damp mopping, machine scrubbing, dry or spray buffing, stripping, sealing, and application of wax or other suitable floor finish. Whenever possible, the Government will provide floor tile manufacturer's cleaning and maintenance specifications to the Contractor. The Contractor shall clean and maintain tile floor coverings using a floor care program based directly on these specifications. When the Government cannot provide the manufacturer's specifications, the Contractor shall use a floor care program based on generally accepted procedures and standards of care for the type of floor covering in the commissary.

2.2.1. Vinyl Composition Tile (VCT). VCT is the floor covering most widely used in commissaries. In the absence of the VCT manufacturer's floor care specifications, the contractor shall develop a floor care program based on general guidance such as that available from the Resilient Floor Covering Institute or similar sources. A properly maintained VCT floor shall have a uniform coating of non-skid floor finish and present a uniform glossy appearance.

2.2.2. Reserved

2.2.3. Ceramic. In the absence of the ceramic manufacturers floor care specifications, the contractor shall develop a floor care program based on general guidance regarding procedures and standards of care for this type of floor covering. A properly maintained ceramic floor shall be free of dirt and grit, if consistent with a specific brand shall have a uniform coating of floor finish designed for use on ceramic tile, and shall present a uniform semi-glossy appearance.

2.2.4. Specialty Floor. Seamless Monolithic Aggregate Matrix Polymer (SMAP). The contractor shall develop a floor care program based on general guidance regarding procedures and standards of care for the SMAP floor covering. A properly maintained SMAP floor shall be free of dirt, grit, any meat particles, grease, or other residue to sight and touch, and most microorganisms.

2.2.5. Reserved

2.3. Carpeted Floors. This cleaning task includes techniques of vacuuming, spot removal, and shampooing. A properly cleaned carpet is free from lint, dust, dirt, food particles, gum, and stains.

2.4. Concrete Floors. This cleaning task includes techniques of sweeping and wet/damp mopping or machine scrubbing concrete floors inside the building; sweeping and power washing, hosing down or machine scrubbing concrete surfaces outside the building. If using the power washer, the Contractor shall follow the manufacturer's guidance for appropriate machine settings and methods for cleaning concrete surface. During floor cleaning operations, the Contractor shall move items that are not permanently attached to the floor; e.g., pallets, equipment, etc. as required to clean floors, and return the items to their original location after cleaning is completed. A properly cleaned floor/concrete surface is free of dust, debris, standing water, dirt, food residue, gum, and other soiling materials.

2.5. Floor Spot Cleaning. This task involves the picking up of cardboard, spills, food residue, and other debris from floor areas. A properly spot-cleaned floor is free of loose cardboard, spills, food residue, or any other debris.

3. UNDERNEATH CLEANING

3.1. Store/Sales Areas. Underneath cleaning applies to the undersides and floor areas beneath shelves/gondolas, end cap and other off shelf displays and non-mobile merchandisers. Gondola is defined as a shelf or group of shelves upon which merchandise is displayed. The Government checks these areas at fixed frequencies; but the Contractor shall also clean these areas as breakage or spillage occurs in these areas. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

3.1.1. Cleaning Underneath Gondolas with Kickplates. The Contractor shall remove kickplates; sweep and mop the underneath areas; and clean and replace kickplates.

3.1.2. End Cap and Other Off Shelf Displays. The Contractor shall move empty end caps and other off shelf display pieces; sweep and mop underneath, wax if needed to maintain floor care standard; clean outer surfaces of end caps and display pieces; and return empty pieces to their original locations. The Government will coordinate its display dismantling/building schedule with the Contractor, so that the Contractor can perform this task after display merchandise has been removed from end caps or off shelf display pieces. The Contractor is not required to move stock to or from end caps or other off shelf display pieces if the requirement to build/dismantle displays is not in the contract. This applies to all end caps

and other off shelf display pieces and racks used to display items for sale, regardless of whether commissary employees, Contractor personnel, or vendor stockers normally stock these displays and racks.

3.1.3. Non-Mobile Merchandisers. Non-mobile merchandisers are those display pieces that are not permanently attached; but that also do not have wheels or are too heavy to move frequently, e.g., produce tables and melon/pumpkin bins, mini coolers for soda, water, etc. The Contractor shall move non-mobile merchandisers; sweep and mop underneath, wax if needed to maintain floor care standard; return merchandisers to their original locations, and clean outer surfaces. The Contractor shall move merchandise, as needed, from and back to the non-mobile merchandisers. This applies to non-mobile merchandisers used to display items for sale, regardless of whether commissary employees, Contractor personnel, or vendor stockers normally stock these displays and racks.

3.1.4. Neither 3.1.2. or 3.1.3. requires the Contractor to clean displays, fixtures, or racks merchandised by commissary Bakery, Deli, Seafood, or other service contractors, regardless of whether these displays, fixtures, or racks are located in service contract areas, or elsewhere in the commissary.

3.2. Receiving/Storage/Holding Areas. This cleaning task includes techniques of sweeping and wet/damp mopping or machine scrubbing. Underneath cleaning applies to the floor areas beneath storage racks in the RSHA. After cleaning, the areas underneath the storage racks shall be free from debris, standing water, dust, food residue, and other soiling materials.

4. CLEANING. This task involves techniques of dusting and damp wiping. A properly cleaned surface is free of dirt, dust, food residue, grease, smudges, marks, streaks, spots, water residue, or other soiling materials. Any polished metal surfaces shall have a shiny appearance.

4.1. Structural Components and Equipment. This cleaning task applies to ceilings, walls, wall-mounted fixtures, venetian blinds, pillars, display case bumper guards (non-removable), corner guards, bollards, partitions, doors, including frames and jambs; gondolas, exteriors of all display cases (except any glass or mirrored surfaces), and fronts and sides of checkstands. In the RSHA, this includes cardboard baler(s), storage racks and overhead doors.

4.1.1. Low Cleaning. This task includes cleaning all areas/items identified in 4.1., to a height of eight (8) feet above floor level.

4.1.2. High Cleaning. This task includes cleaning all areas/items identified in 4.1., to a height between eight (8) feet and 20 feet above floor level. Areas 20 feet or more above floor level are excluded from this contract.

4.2. Refrigerator/Microwave Cleaning (Breakroom). A properly cleaned refrigerator and microwave is free of dirt, dust, grease, food particles, streaks, spots, water residue, or other matter both inside and outside. Prior to each scheduled refrigerator cleaning, commissary personnel shall remove all food and beverage items from the refrigerator.

4.3. Restroom Cleaning. This task applies to urinals, toilets, wash basins, floor sinks, any other equipment, partitions, and walls. The Contractor shall not use cloths, sponges, and/or disinfectant solutions used in cleaning the restrooms to clean any other areas.

4.3.1. Restroom Supply Replenishment. The Contractor shall furnish and replenish toilet tissue, paper towels, liquid soap, deodorizer, air freshener, toilet seat covers, and diaper change station liners in

restrooms. Toilet tissue shall be at least two-ply if used in roll size and one-ply for jumbo-sized dispensers. Urinals and toilet bowl deodorizers will contain no paradichlorobenzene.

5. SANITIZE. Sanitize means adequate bactericidal treatment of cleaned surfaces by a process that is generally recognized as effective in destroying most microorganisms. The Contractor shall use only cleaning agents, degreasers, and sanitizers that are FDA or USDA approved for use in food preparation facilities.

5.1. Clean and Sanitize Drinking Fountains. This task involves applying authorized disinfectant materials to all cleaned porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil. Polished metal shall have a shiny appearance.

6. WALK-OFF MATS/RUNNERS/CASHIER AND DISPLAY CASE MATS. The Contractor shall clean (remove soil and grit) and restore resiliency of the pile to carpet-type mats/runners. Rubber or polyester mats/runners shall be swept, vacuumed, or hosed-down outside to remove soil and grit. Floor mats and runners located in front of entrance areas, display cases, cashier areas, and other store/sales areas shall be removed to allow cleaning of the sales floor, cleaned as described above, based on the type of mats used in the store, and replaced in their original location after the sales floor is cleaned.

7. QUEUING ROPES/STANCHIONS. Properly cleaned queuing ropes and stanchions shall be free of dirt, food residue, gummy/sticky substances, and any other soiling materials. Polished metal surfaces shall have a shiny appearance.

8. ASH AND TRASH REMOVAL AND CLEANING. Ashtrays, smoking urns, and trash receptacles shall be emptied and damp wiped. Ash and trash receptacles shall be free of visible dirt, dust, cleaning aids, or other matter. Ashes and debris from cigarette butt receptacles shall be placed in a nonflammable container. Trash receptacles shall be emptied at designated waste pick-up stations. Contractor personnel shall close lids or doors of dumpsters and other trash collection containers when these are not in immediate use. Trash receptacles shall be lined with a plastic bag. The bag should fit the container with sufficient excess to securely close the bag when full.

9. AISLE MARKERS. This cleaning task includes dusting and/or damp wiping. A properly cleaned aisle marker is free of bugs, dirt, dust, grease, stains, spots, or other soiling materials.

10. LIGHT FIXTURES. This cleaning task includes opening or removing covers and cleaning both the inside and outside of covers. A properly cleaned light fixture is free of bugs, dirt, dust, grease, stains, spots, or other matter. Light fixtures in excess of 20 feet from the floor are excluded from this contract.

11. GLASS AND WINDOW CLEANING. Glass and window cleaning applies to exterior and interior windows, glass partitions, glass in doors (to include entry/exit doors), directory boards, mirrors, etc. Except for glass/mirrors in meat and produce display cases, both exterior and interior glass surfaces and mirrors on display cases are included as a part of glass cleaning in the store/sales areas. Glass and window cleaning includes adjacent trim, screens, frames, transoms, structural glass, and ledges. In the meat processing area, GLASS AND WINDOW CLEANING applies to all glass and mirrored surfaces that are part of doors that open into this area, or that are part of walls or other structures that enclose this area. A properly cleaned glass surface/mirror is free of dirt, dust, grease, streaks, spots, fingerprints, or other soiling materials. Where present, screens are to be removed, cleaned of all foreign matter, and replaced.

11.1. Low Glass and Window Cleaning. This task includes cleaning all glass and windows described in 11. above to a height of eight (8) ft above floor level. Any glass surface or structure that begins lower than eight (8) ft above the floor is defined to be low glass even if the glass surface or structure continues above eight (8) feet.

11.2. High Glass and Window Cleaning. This task includes cleaning all glass and windows described in 11. above to a height of between eight (8) ft and 20 ft above floor level. Only glass surfaces or structures that begin 8 feet or higher above the floor are high glass. Areas 20 feet or more above floor level are excluded from this Contract.

12. DUCT AND LOUVER CLEANING. The outer surfaces of exposed ducts, louvers, and vents are cleaned to remove all visible dust, dirt, streaks, and other foreign matter. Cleaning of the interior of ducts or conduits is excluded from this contract.

12.1. Low Duct and Louver Cleaning. This task includes cleaning ducts and louvers under eight (8) feet above the floor to meet the standards in 12. above.

12.2. High Duct and Louver Cleaning. This task includes cleaning ducts and louvers above eight (8) feet from the floor to meet the standards in 12. above. Ducts and louvers above 20 feet from the floor are excluded from this contract.

13. OUTSIDE AREAS. The Contractor shall clean the areas at the front of the building to the curb, along the left hand side of the commissary, and behind the commissary. These areas, properly cleaned, shall be free of debris, to include, but not limited to cigarette butts and ashes, food residue, gum, bird and other droppings, and ice and snow accumulations. The areas that the Contractor is required to clean are depicted on a drawing at EXHIBIT 4-7.

13.1. Snow and Ice Removal. The Contractor shall provide snow and ice removal from front of the building, entrances/exits, to include emergency exits, loading docks, handicap ramps, and snow/ice accumulation on roof overhangs at entrances, exits and loading docks as required. An estimate of the number of square feet of area requiring snow and ice removal is included in EXHIBIT 4-6-4. During periods of snowfall when the rate of accumulation is less than 1" per hour, the Contractor shall remove all snow and ice to expose paved or concrete surfaces. During periods of snowfall when the rate of accumulation is greater than 1" per hour, the Contractor shall continuously remove snow as necessary, to preclude an accumulation of no more than 1" on paved/concrete surfaces or the grassy area leading from the emergency exit to the parking lot. The Contractor shall not allow snow banks to encroach onto other areas designated as emergency. The Contractor shall apply snow/ice removal materials commercially recognized as safe for local paved/concrete surfaces, as required to assist in the removal/build-up of snow and ice accumulation. In the grassy areas leading from the emergency exit to the parking lot, the Contractor shall remove all snow and ice to the extent possible without damaging the turf. Snow/ice removal materials shall not be used in the grassy areas, except those materials that are specifically identified as harmless to grass and other vegetation.

13.2. Reserved.

14. MEAT DEPARTMENT PROCESSING, PREPARATION, AND WRAPPING AREAS. The contractor shall clean and sanitize the meat department processing, preparation, and wrapping areas shown on EXHIBIT 4-6-5, and equipment, using approved degreasers and sanitizers, and techniques that are consistent with the use of these chemicals. Cleaning and sanitizing applies, but is not limited to: fixtures, equipment, and exposed surfaces inside the meat processing room: floor, walls, ceiling, exteriors of light fixtures, glass and mirrored surfaces, doors, sinks, tables, underneath non-movable structures,

drains and grease traps, floor mats, meat rails, meat trays, pans, racks, knives, meat saws, grinders, lugs and attachments, slicers, cubers, and other equipment used in processing meat into retail cuts. A properly cleaned and sanitized meat processing area is free of any meat particles, grease, or other residue to sight and touch, and most microorganisms.

14.1. Preparation, Precautions, and Trash Removal. As a preliminary to the cleaning operations, the Government will lockout/tagout electrical power and completely dismantle all processing equipment that the Contractor is required to clean. To protect items from contamination or damage, prior to starting the cleaning operations, the Contractor shall remove or protect trays and other packaging materials, and shall protect sensitive equipment such as electronic scales, wrapping machines, etc., designated by the Government. The Contractor is not required to clean any of this sensitive equipment. Before beginning cleaning operations, the Contractor shall remove all trash and cardboard from the meat processing area and dispose of these in designated locations. During the cleaning process, the Contractor shall take precautions to prevent clogging drains, such as leaving drain covers in place during cleaning operations and removing drain covers and grease traps for cleaning only after larger chunks of debris that collect during the cleaning process have been removed; and take precautions to prevent spraying cleaning agents and sanitizers directly into cooling units when cleaning and sanitizing the outside surfaces of cooling units.

14.2. Trim Barrels and Trim Barrel Storage Area. The empty trim barrels and the area in which trim barrels are stored shall be cleaned and sanitized IAW the standard in 14.

15. RECEIVING/STORAGE/HOLDING AREA (RSHA). This cleaning task involves techniques of sweeping, and wet/damp mopping or machine scrubbing and other techniques used to clean the various portions of the RSHA shown on EXHIBIT 4-6-4. During floor cleaning operations, the Contractor shall move items that are not permanently attached to the floor; e.g., pallets, equipment, etc., as required to clean floor, and return the items to their original location after cleaning is completed. The Contractor is not expected to move all pallets containing merchandise, on a daily basis, in order to clean underneath them, but is expected to clean all open floor areas within the RSHA. However, the Contractor is expected to clean underneath pallets, equipment, etc., if there is evidence of standing water, food residue, product spills, rodent infestation or other soiling materials. Properly cleaned RSHA areas are free of debris, dirt, gum, and food residue.

16. Reserved

17. REMOVABLE DISPLAY CASE BUMPER GUARDS. The Contractor shall remove and clean all display case bumper guards throughout the sales floor. The floor area between the bumper guard location and the display case shall be cleaned in accordance with the floor quality standard. After cleaning the exposed floor area, each display case bumper guard shall be returned to its original location. The Contractor shall use care when replacing each display case bumper guard into its original location; placement in an incorrect opening/location can result in damage to the guard and sleeve in the opening of the floor. The display case bumper guard shall be free of dirt, dust, food residue, gummy/sticky substances, and any other soiling materials. Polished metal surfaces shall have a shiny appearance.

EXHIBIT 4-6-1

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (6)

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		CUSTODIAL QUALITY STANDARDS (SALES AREAS)	
	AREA IN SQUARE FEET (SF)	FLOOR TYPE	FLOOR CLEANING FREQUENCY	FLOOR CLEANING IAW STANDARDS SHOWN BELOW
ENTRY/EXIT VESTIBULES	828	VCT	D	2.1. - 2.2.1.
CART RETURN VESTIBULE	264	VCT	D	2.1. - 2.2.1.
CHECKOUT/FRONT END/QUEUING AREAS/ CART STORAGE	6,374	VCT	D	2.1. - 2.2.1.
SALES AREA	26,085	VCT	D	2.1. - 2.2.1.
TOTAL SALES AREA	33,551	^a SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT, AND FIXTURES AND THE AREA UNDERNEATH GONDOLAS AND END CAPS.		

LEGEND COMMON TO EXHIBITS 4-6-1 - 4-6-5:

FREQUENCY. D=DAILY
 W=WEEKLY
 M=MONTHLY
 QTR=QUARTERLY
 SA=SEMIANNUALLY
 A=ANNUALLY

FLOOR TYPES. CONC=CONCRETE
 CT= CERAMIC TILE
 SMAP=SEAMLESS MONOLITHIC AGGREGATE MATRIX POLYMER
 VCT=VINYL COMPOSITION TILE

EXHIBIT 4-6-2

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS PRS (7)

COMMISSARY AREA/ITEM		AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		CUSTODIAL QUALITY STANDARDS				
		AREA IN SQUARE FEET(SF)	FLOOR TYPE	FLOOR CLEANING IAW STANDARDS SHOWN BELOW	LOW CLEANING IAW 4.& 4.1.1. AND AS SHOWN BELOW	HIGH CLEANING IAW 4.& 4.1.2. AND AS SHOWN BELOW	LOW GLASS AND WINDOW CLEANING IAW 11. - 11.1. & AS SHOWN BELOW	HIGH GLASS AND WINDOW CLEANING IAW 11. & 11.2.
OFFICES (ALL AREAS)		2,038	VCT	W 2.1. - 2.2.1.	W	M	M	A
		131	SMAP	W 2.1., 2.2., 2.2.3.				
VESTIBULE AND CORRIDOR IN ADMINISTRATIVE AREAS		625	VCT	W 2.1. - 2.2.1.	W	M	M	A
BREAK ROOMS (ALL AREAS)		906	VCT	D 2.1. - 2.2.1.	W	M	M	A
ADMINISTRATIVE STORAGE		69	VCT	W 2.1. - 2.2.1.	W	M	QTR	A
LOCKER ROOMS (ALL AREAS)		345	CT	D 2.1., 2.2. & 2.2.3.	W	M	QTR	A
REST ROOMS & VESTIBULES (ALL AREAS)	# of restrooms: 6	1,148	CT	D 2.1. - 2.2. & 2.2.3.	D AND IAW 4.3.	D AND IAW 4.3.	D AND IAW 4.3.	A AND IAW 4.3.
		66	VCT	D 2.1. - 2.2.1.				
TOTAL OTHER AREAS		5,328	^a SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.					
SALES AREA(INCLUDES VESTIBULES, INSIDE CART STORAGE, CHECKOUT/FRONT END, MEAT RESTOCKING AISLE AND SALES AREAS)					W	W	W D*	SA
					*ENTRANCE /EXIT DOORS AT FRONT OF COMMISSARY			
GONDOLAS (CLEANING UNDERNEATH)		Gondolas with Kickplates: Do not require removal of bottom shelf for underneath cleaning (3.1. - 3.1.1.)		3,004 SQ FT	M			
END CAPS/DISPLAYS (CLEANING UNDERNEATH)		----		200 SQ FT	M IAW 3.1. & 3.1.2.			
NON-MOBILE MERCHANDISERS (CLEANING UNDERNEATH)		----			QTR IAW 3.1. & 3.1.3.			
TOTAL UNDERNEATH CLEANING				3,204				

---No data/frequency

EXHIBIT 4-6-3

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (7)

COMMISSARY AREA/ITEM	CUSTODIAL QUALITY STANDARDS									
	LOW DUCT AND LOUVER CLEANING IAW 12. & 12.1.	HIGH DUCT AND LOUVER CLEANING IAW 12. & 12.2.	ASH AND TRASH REMOVAL & CLEANING IAW 8.	REPLENISH SUPPLIES IAW 4.3.1.	WALK-OFF MAT, RUNNERS CLEANING IAW 6.	DRINKING FOUNTAIN CLEANING & SANITIZING IAW 5. - 5.1.	LIGHT FIXTURES CLEANING IAW 10.	AISLE MARKERS CLEANING IAW 9.	REFRIGERATOR AND MICROWAVE CLEANING IAW 4. & 4.2.	QUEUING ROPES/ STANCHIONS IAW 7.
SALES AREA (INCLUDES VESTIBULES, ID/ENTRANCE, INSIDE CART STORAGE, CHECKOUT/FRONT END, AND SALES AREAS)	M	A	D	---	D	D (THROUGHOUT FACILITY)	A	A	---	W
BREAK ROOMS (ALL AREAS)	M	A	D	---	---	---	A	---	W	---
# Microwaves: 2 # Refrigerators: 2										
OFFICES (ALL AREAS)	M	A	D	---	---	---	A	---	---	---
ADMIN STORAGE AREA	M	A	---	---	---	---	A	---	---	---
LOCKER ROOMS (ALL AREAS)	M	A	D	---	---	---	M	---	---	---
REST ROOMS (ALL AREAS)	D	A	D	D	---	---	M	---	---	---

---No data/frequency

ESTIMATED NUMBER OF ACCESSORIES

QUEUING STANCHIONS (ON FLOOR)	30
FRONT END MERCHANDISERS (ON FLOOR)	8
SHOPPING CARTS (ON FLOOR)	175
CARRYOUT CARTS (ON FLOOR)	30
REMOVABLE DISPLAY CASE BUMPER GUARDS	764 Linear Feet

TRASH RECEPTACLES		
LARGE	MEDIUM	SMALL
5	12	20

EXHIBIT 4-6-4

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (7)

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		CUSTODIAL QUALITY STANDARDS								
	AREA IN SQUARE FEET(SF)	FLOOR TYPE	FLOOR CLEANING IAW 2.4., 2.5., 13. & 15.	LOW CLEANING IAW 4. -4.1.1.	HIGH CLEANING IAW 4. -4.1. & 4.1.2.	LOW GLASS & WINDOW CLEANING IAW 11. -11.1.	HIGH GLASS & WINDOW CLEANING IAW 11. & 11.2.	LOW DUCT & LOUVER CLEANING IAW 12. -12.1.	HIGH DUCT & LOUVER CLEANING IAW 12. & 12.2.	ASH & TRASH REMOVAL IAW 8.	UNDERNEATH CLEANING IAW 3.2.
RSH AREA (INCLUDES BALER, STORAGE RACKS AND OVERHEAD DOORS, CONTRACT STOCKER STORAGE)	12,917	CONC	D	QTR	QTR	M	QTR	M	A	D	QTR
	101	CT									
OUTSIDE AREAS: (100ft out from building)			D	---	---	---	---	---	---	D	---
FRONT (to curb)	6,910	GRASS									
LEFT HAND SIDE	19,240										
REAR	19,046										
REAR	13,700	ASPHALT									
FRONT (to curb)	7,432	CONC									
REAR	13,069										
TOTAL AREA	92,415	^a SQUARE FOOTAGES ARE BASED ON WALL-TO-WALL MEASUREMENTS.									

---No data/frequency

*The Contractor shall not hose down/power wash/machine scrub outside areas if weather conditions--ambient temperature and chill factor--are such that spraying water onto paved areas will coat these areas with ice and create a slip hazard. If the Contractor has scheduled this task to be done on a day/during a period of time in a month when weather conditions will not permit hosing down/power washing/machine scrubbing without the risk of forming ice/creating a slip hazard, the Contractor shall not perform this task. Under these conditions, the Contractor shall perform this task at the next opportunity during the same month when weather conditions permit hosing down/power washing/machine scrubbing without the risk of forming ice/creating a slip hazard.

See 13.1. for Snow and Ice Removal in the following areas:

OUTSIDE AREA	SQUARE FEET	SURFACE TYPE
Front of Building	7,432	Concrete
Rear of Building (Loading Docks, Handicap Ramp, & Exits)	3,700	
TOTAL AREA	11,132	

EXHIBIT 4-6-5

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (8)

COMMISSARY AREA/ITEM	AREA IN SQUARE FEET (SF) ^a	FLOOR TYPE	CUSTODIAL QUALITY STANDARDS (MEAT DEPARTMENT)							
			CLEAN & SANITIZE IAW 5. & 14.	PREPARATIONS, PRECAUTIONS, REMOVE TRASH IAW 14.1.	CLEAN & SANITIZE TRIM BARRELS AND TRIM BARREL STORAGE AREA IAW 5. & 14.2.	LOW GLASS & WINDOW CLEANING IAW 11. - 11.1.	HIGH GLASS & WINDOW CLEANING IAW 11. - 11.2.	LOW DUCT & LOUVER CLEANING IAW 12. - 12.1.	HIGH DUCT & LOUVER CLEANING IAW 12. - 12.2.	INTERIOR OF LIGHT FIXTURES CLEANING IAW 10.
MEAT PROCESSING, PREP. & WRAP AREAS	2,270	SMAP	D	D	---	D	D	M	QTR	A
TRIM BARRELS AND TRIM BARREL STORAGE AREA	(included above)		---	---	D	---	---	---	---	---
TOTAL MEAT AREA	2,270	^a SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.								
NUMBER OF TRIM BARRELS	4									

---No data/frequency

CUSTODIAL AREA (SUBJECT TO FLOOR CARE) SUMMARY

TOTAL CUSTODIAL AREA FOR PRS (6) -- (MEASURED WALL-TO-WALL MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT AND FIXTURES. AND AREA UNDER GONDOLAS AND END CAPS) (EXHIBIT 4-6-1)	33,551
TOTAL CUSTODIAL AREA FOR PRS (7) -- (MEASURED WALL-TO-WALL AND INCLUDES AREA UNDER GONDOLAS AND END CAPS.) (EXHIBITS 4-6-2 & 4-6-4)	100,947
TOTAL CUSTODIAL AREA FOR PRS (8) -- (MEASURED WALL-TO-WALL) (EXHIBIT 4-6-5)	2,270
TOTAL CUSTODIAL AREA -- (EXCLUDES AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT AND FIXTURES.)	136,768

EXHIBIT 4-7

FACILITY LAYOUT

← LEFT SIDE

FRONT OF COMMISSARY

REDSTONE ARSENAL

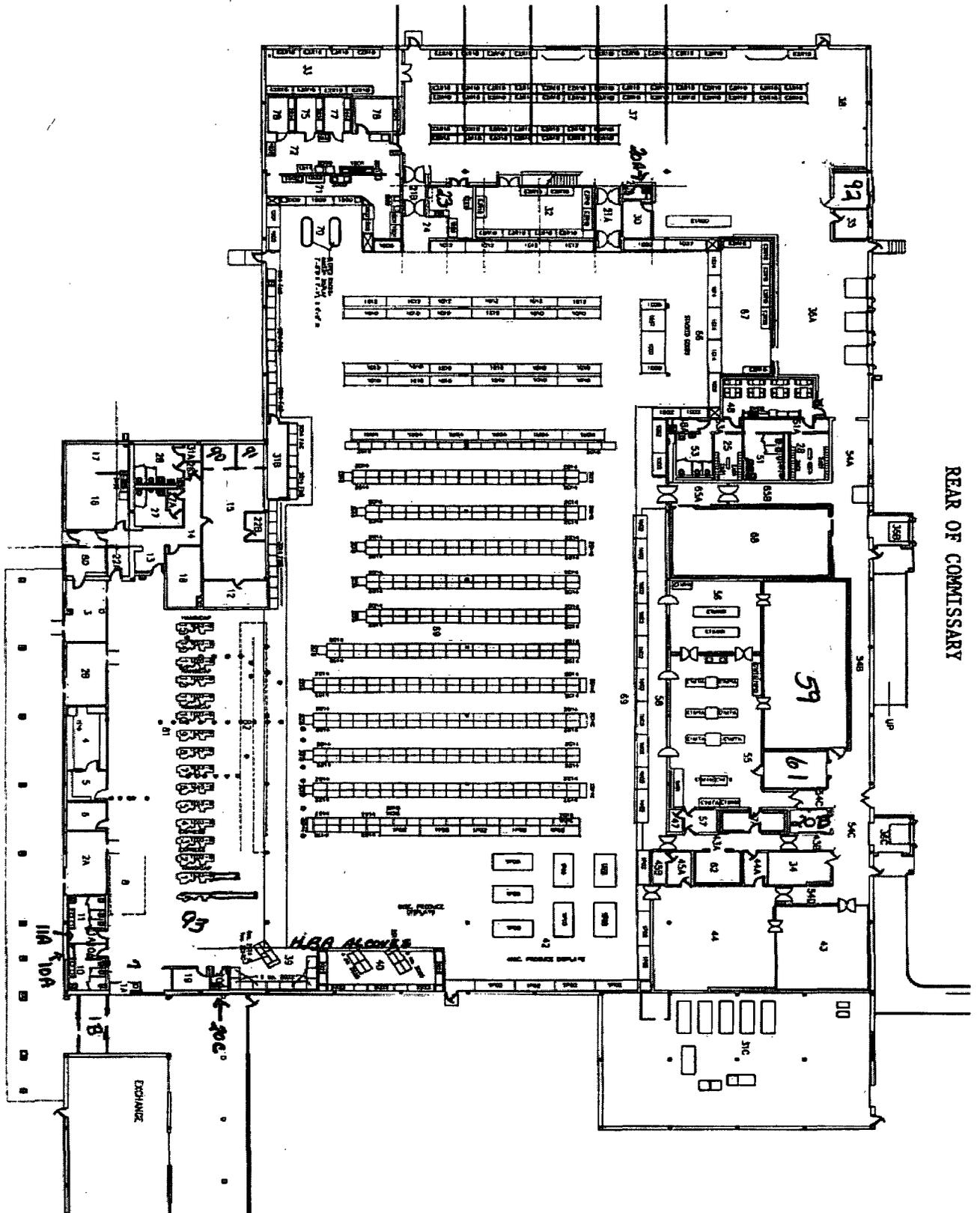


EXHIBIT 4-7

**FACILITY LAYOUT
(ROOM NUMBER LEGEND)**

(Areas of Contractor Custodial Responsibility)

1A	Entry Vestibule
2A, 2B	Exit Vestibules
3	Cart Return Vestibule
5	Cash Counting Room
6	Customer Service Manager's Office
7	ID/Entrance Area
8	Cart Storage (Sales)
10	Patron Restroom (Men)
10A	Patron Restroom Vestibule (Men)
11	Patron Restroom (Women)
11A	Patron Restroom Vestibule (Women)
12	Conference Room
13	Administrative Entry Vestibule
14	Administrative Corridor
15	Administrative Area
16	Employee Breakroom
17	Training Room
18	Scanning Support (ADP) Room
19	Store Administrator's Office
20A, 20C	Mop Rooms (Store Use)
20B	Contractor's Mop Room
21 A/B	Vestibule (Staging to Sales)
22B	Admin Storage
23	Damaged Merchandise
24	Damaged Merchandise Sales Niche
25	Locker Room (Women)
26	Employee Restroom (Women)
26A	Restroom Vestibule (Women)
27	Employee Restroom (Men)
27A	Restroom Vestibule (Men)
28	Locker Room (Men)

30	Contract Stocker Office
Part of 32	Grocery Manager's Office
35	Receiving Manager's Office
36A	Receiving Area
37	Staging Area - Contractor Overwrite Area
38	MHE Charging Area
39	HBA Alcove
40	HBA Alcove
42	Produce Alcove
48	Employee Breakroom (Back)
51	Men's Employee Restroom (Back)
51A	Restroom Vestibule (Men's) (Back)
53	Women's Employee Restroom (Back)
53A	Restroom Vestibule (Women's) (Back)
54A, 54B	Receiving Aisles
55	Meat Processing Room
56	Meat Wrapping Room
57	Meat Manager's Office
58	Meat Restocking Aisle
65A, 65B	Aisle (Receiving to Sales)
66	Dairy Alcove
69	Sales Area
70	Bakery/Deli Display Area
80/22A	Store Manager's Office
90	Store Director's Office
91	CAO's Office
92	Contractor Stocker Storage
93	Mass Display Area
---	Front of Commissary
---	Rear of Commissary
---	Left Side of Commissary

SECTION C-5

REFERENCE DOCUMENTS

5.1. REFERENCE DOCUMENTS AND FORMS AVAILABLE FROM THE GOVERNMENT. The Government will make available, upon request, the mandatory publications and forms listed below. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract.

Defense Commissary Agency Directives (DeCAD)

DeCAD 40-2 Operations Equipment, Supplies, and Services Directive
DeCAD 40-3 Meat Operations (Chapter 22)
DeCAD 40-9 DeCA Frequent Delivery System
DeCAD 30-17 DeCA Safety and Occupational Health Program
DeCAD 30-18 Security Program

Defense Commissary Agency Forms (DeCAF)

DeCAF 30-98 DeCA Bomb Threat Data Card
DeCAF 30-69 Accident Report
DeCAF 30-76 Contractor Badge

5.2. REFERENCE DOCUMENTS TO BE OBTAINED BY THE CONTRACTOR. In order to obtain guidance necessary to perform properly under this contract, the Contractor should have ready access to the following publications. These publications may be available from sources on a military installation, from public libraries, the Internet or other sources, etc.

Department of Defense (DOD) publications:

DOD4145.19-R-1 Storage and Material Handling Chapter 5, Section 5 (Subsistence)

Food and Drug Administration (FDA) publications:

FDA Food Code, (current edition) U. S. Department of Health and Human Services, Public Health Service, Food and Drug Administration

US Department of Agriculture (USDA) publications:

USDA Pub 1419 List of Proprietary Substances and Nonfood Compounds Authorized for Use under USDA Inspection and Grading Programs

Codes of Federal Regulations (CFR)/Occupational Safety and Health Administration (OSHA):

29 CFR Part 1910.106: Flammable and Combustible Liquids
29 CFR Part 1910.110: Storage and Handling of Liquefied Petroleum Gases
29 CFR Part 1910.132: General Requirements (for personal protective equipment)
29 CFR Part 1910.146: Permit-Required Confined Spaces
29 CFR Part 1910.147: Control of Hazardous Energy (Lockout/Tagout)
29 CFR Part 1910.178: Power Industrial Trucks
29 CFR Part 1910.1001: Asbestos
29 CFR Part 1910.1030: Bloodborne Pathogens
29 CFR Part 1910.1200: Hazard Communication

National Fire Protection Association (NFPA):

National Fire Code (NFC) No. 58, Liquefied Petroleum Gas Code

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

1.1. PERFORMANCE REQUIREMENTS SUMMARY (PRS). A Performance Requirements Summary indicates the service outputs of the Contractor that the Government will evaluate to assure the Contractor meets standards of performance. The purpose of the PRS is to identify to the Contractor the levels of performance required to warrant full payment. This PRS shows:

1.1.1. Those contract requirements considered critical to acceptable contract performance (Column A, Required Service, PRS chart). The absence from this PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, to include the "Inspection of Services" clause, in determining the quality of Contractor performance. Other tasks not listed in the PRS may be added for surveillance; however, the Contracting Officer will notify the Contractor of any such change prior to its effective date.

1.1.2. The standard of performance for each listed service (Column B).

1.1.3. The maximum allowable degree of deviation (Acceptable Quality Level (AQL)) from each required service that the Government will allow before contract performance is considered unsatisfactory. Also, the lot used as the basis for surveillance and payment computation is defined (Column C).

1.1.4. The primary surveillance method the Government will use to evaluate Contractor's performance in meeting the contract requirements (Column D).

1.1.5. The percentage of the contract price that each listed required service task represents (Column E). This percentage would also represent the maximum amount of deduction that could be taken for unsatisfactory performance.

1.1.6. The procedure the Government will use in reducing the Contractor's monthly payment if the Contractor does not render satisfactory performance.

2.1. GOVERNMENT QUALITY ASSURANCE PROCEDURES. Contractor performance will be compared to the contract requirements and standards (Column C, PRS), using the Government's Quality Assurance Surveillance Plan (QASP) and the Contractor's Quality Control Plan. The Government's quality assurance procedures will be based on random sampling of recurring critical output products of the contract; and checklist surveillance based on periodic reviews/observations (i.e., daily, weekly, monthly, quarterly, etc.). Whether surveilled by random sampling or by checklist, if the percentage or number of defects in the Contractor's performance exceeds the AQL for the month, the Contractor shall be required to respond to a Contract Discrepancy Report (CDR) IAW 7.1, of this PRS.

2.1.1. Random sampling is based on the sample size (total number of times a service is required during a specific timeframe multiplied by the daily sample size) and AQL for each contract.

2.1.2. Checklists are keyed to each service task under surveillance.

3.1. DETERMINING THE NUMBER OF DEFECTS THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT.

3.1.1. Random Sampling Method. The random sampling method is used to surveil Shelf Stocking PRS (1). Table 1 shows sample sizes per day and AQLs, keyed to number of commissary operating days per week. These sample sizes and AQLs are derived from charts in MIL-STD-105. No further reference to MIL-STD-105 is required to determine sample sizes or AQLs.

3.1.2. Checklist Method. When the method of surveillance is checklist, the number of defects that will cause less than maximum payment will be determined as follows:

3.1.2.1. If the AQL is a constant number of defects (for example, two defects), the AQL plus one or more additional defects (for example, three defects) will cause less than maximum payment.

3.1.2.2. If the AQL is a percentage value, it will be multiplied by the lot size to determine the number of defects that will allow maximum payment. One or more additional defects will render the performance unsatisfactory and cause less than the maximum payment.

3.1.3. Rounding Percentages in Computations. When determining the percentage of a lot found unacceptable, round any decimal value of .0005 or greater up to the nearest hundredth/tenth of percent; and round any decimal value less than .0005 down to the nearest hundredth/tenth of percent. For instance, round .0175 or .0176 up to .018/1.8%; and round .0174 down to .017/1.7%. Round dollar values similarly, up or down, to the nearest whole cent.

4.1. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE

4.1.1. At the sole election of the Government, the Contractor may be required to reperform or perform late, at no additional cost to the Government, any or all defective or incomplete work disclosed by Government inspection. The Government will notify the Contractor promptly after inspection that specified defective services are required to be reperformed or performed late, and completed within a reasonable time as specified by the Government. In such cases, the Government will reinspect work and the Contractor may be held liable for any Government costs or damages associated with the reinspection.

4.1.2. When the Government requires re-performance or late performance because of defective service disclosed by random sampling inspection, the Government will not modify the original inspection results.

4.1.3. When the Government requires reperformance or late performance of any or all defective service in a lot disclosed by checklist inspections, the Contractor shall resubmit the portion reperformed for reinspection. Upon reinspection, the Government will revise the original inspection results to reflect the resubmitted service lot.

4.1.4. If the Government determines that it will not be possible to allow the Contractor to reperform or to perform late, the Contractor will have to bear the consequences of poor performance, even if this might result in the Government issuing a CDR and reducing payment to the Contractor.

5.1. CONTRACTOR PAYMENT. When the AQL is exceeded, payment for services required will be calculated and reduced as follows:

5.1.1. Services Surveilled by Random Sampling. The Government will use the following formula when determining the amount of deduction for exceeding the AQL:

STORE: Camp Swampy Commissary

FOR: Perform Shelf Stocking Operations (6 operating days per week) 1(a) Cleaning & Dusting, Rotation and Nearest Case Stocking

Sample Size = 500 (# of days the Contractor is required to perform X the # of samples specified in table)

AQL = See Table for PRS (1)

Acceptance Level: 10 or less per month

Reject Level: 11 or more per month

1.	Contract line item cost per month (# cases stocked X contract unit price per case)	\$35,100.00
2.	Maximum payment % for this service (PRS, Column E)	17.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$5,967.00
4.	Total number of defects found by the QAE	18
5.	Percent found unacceptable (Line 4 divided by sample size = .036 or 3.6 %)	3.6%
6.	Amount of deduction (Line 3 X Line 5)	\$214.81
7.	Total payment due for the month (Line 3 minus Line 6)	\$5,752.19

5.1.2. Services Surveilled by Checklist. The Government will use the following formula when determining the amount of deduction for exceeding the AQL:

STORE: Camp Swampy Commissary

FOR: Perform Sales Area Floor Care

Lot Size: 550,000 SF (22,000 SF X 25 Days Contractor required to perform per month)

AQL: 1 % (550,000 X .01 = 5,500 SF)

Acceptance Level: 5,500 SF or less

Reject Level: 5,501 SF or more

1.	Contract line item cost per month	\$13,500.00
2.	Maximum payment % for this service (PRS, Column E)	55.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$7,425.00
4.	Total number of defects found by the QAE per month	9,575 SF
5.	Percent found unacceptable (Line 4 divided by lot size = .0174 or 1.74%)	1.74%
6.	Amount of deduction (Line 3 X Line 5)	\$129.20
7.	Total payment due for the month (Line 3 minus Line 6)	\$7,295.80

STORE: Camp Swampy Commissary

FOR: Replenishment Stocking and Stock Availability

Lot Size = 25 days (# of days the Contractor is required to perform)

AQL = 1 defect per month

Acceptance Level: 1

Reject Level: 2

1.	Contract line item cost per month (# cases stocked X contract unit price per case)	\$35,100.00
2.	Maximum payment % for this service (PRS, Column E)	20.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$7,020.00
4.	Total number of defects found by the QAE	5
5.	Percent found unacceptable (Line 4 divided by lot size = .20 or 20 %)	20%
6.	Amount of deduction (Line 3 X Line 5)	\$1,404.00
7.	Total payment due for the month (Line 3 minus Line 6)	\$5,616.00

STORE: Camp Swampy Commissary

FOR: Receiving/Storage/Holding Area Operations

Lot Size = 200 tasks (the total number of RSHA tasks that the Contractor is required to perform in a month)

AQL = 5% of the total number of RSHA tasks that the Contractor is required to perform in a month

Acceptance Level: 10 or less defects per month

Reject Level: 11 or more defects per month

1.	Contract line item cost per month	\$30,000.00
2.	Maximum payment % for this service (PRS, Column E)	100.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$30,000.00
4.	Total number of defects found by the QAE	32
5.	Percent found unacceptable (Line 4 divided by lot size = .16 or 16.0 %)	16%
6.	Amount of deduction (Line 3 X Line 5)	\$4,800.00
7.	Total payment due for the month (Line 3 minus Line 6)	\$25,200.00

5.1.3. Computation for Payment for Excess Overwrites:

The Contractor shall be entitled to invoice the Government for the number of cases exceeding the estimated monthly overwrite percentage. The price per case for invoiced overwrites shall be a percent of the current per-case stocking price, as indicated on Schedule B of this contract. There shall be no claims against the Government when overwrites are at or below the estimated percentage for any month.

Payment for excess overwrite cases shall be calculated as follows (5% has been used as the percentage of overwrite cases estimated per month and 30% of the per-case stocking price has been used as the basis for payment in the example below):

a. Multiply the total monthly cases available for stocking from Column 1 of the Shelf Cases Stocked form (case count sheet) and any case(s) that the Government specifically directs the Contractor to stock, as stated in 4.3.3.8., by the estimated overwrite percentage to determine the "allowable overwrites". (e.g., $43,000 \times 5\% = 2,150$)

b. Subtract the allowable overwrites from the total actual overwrites recorded for the month to determine the number of overwrites in excess of the estimated overwrite percentage. (e.g., $3,100 - 2,150 = 950$)

c. Calculate the case price for excess overwrites. Multiply the current shelf stocking case price by 30% (e.g., $\$0.6098 \times 30\% = \0.18294)

d. Multiply the number of excess overwrite cases by the calculated case price for excess overwrites. (e.g., $950 \times \$0.18294 = \173.79)

e. The contractor shall be entitled to invoice the Government for excess overwrites calculated in the above manner. The amount for excess overwrites shall be recorded on the monthly DD Form 250. (e.g., \$173.79)

6.1. CONTRACTOR DAMAGE TO COMMISSARY MERCHANDISE. Paragraphs 4.2.1. and 4.2.2. of the PWS establish the Contractor's responsibility to control damage to commissary merchandise. Each day of Contractor operation, the QAE shall check for merchandise damaged by the Contractor. If the QAE finds any damage that can be attributed to the Contractor, the QAE shall record the adjusted or full retail value of each item found. In accordance with 4.2.2., if the QAE establishes that merchandise has expired as a result of the Contractor's failure to properly rotate units, the QAE shall include the adjusted or full retail value of this expired merchandise as part of Contractor-caused damage, regardless of whether this expired merchandise was found during random sampling surveillance, or by means other than random sampling. If an item that a Contractor has damaged is a total loss, record the full retail value of the item. If an item that a Contractor has damaged can be sold at a reduced price, the QAE will record only the "lost value" as Contractor-caused damage. For instance, if an item that a Contractor has damaged has an original retail value of \$1.00, and cannot be sold at a reduced price, the QAE will record the full retail value of \$1.00 as contractor-caused damage. If an item with an original retail value of \$1.00 is marked down to sell at \$0.60, the QAE will record only the "lost value" of \$0.40 as Contractor-caused damage. The Contractor shall initial each dollar value that the QAE records as Contractor-caused damage, to indicate that the Contractor accepts the value recorded as Contractor-caused damage. The QAE shall provide to the Contracting Officer the item nomenclature, UPC, quantity, full retail value for

each damaged item, and a total of the value of Contractor-damaged items for the month. As appropriate, the Contracting Officer will make a deduction from Contractor payment IAW the Table shown below.

TOTAL CURRENT MONTH'S SALES	MONTHLY MAXIMUM DAMAGE ALLOWANCE	DEDUCTION FOR DAMAGE
A	B	C
0 - \$2,000,000	\$100	Dollar for dollar in excess of
\$2,000,001 – above	\$200	the value shown in Column B.

7.1. **CONTRACT DISCREPANCY REPORT (CDR).** If, at the end of a surveillance month, the surveillance record for a PRS item for that surveillance month indicates a number of defects that exceeds the AQL, the QAE shall prepare a proposed CDR. The QAE shall submit each proposed CDR, together with supporting documentation, to the Contracting Officer. Upon validation/approval of the CDR, the Contracting Officer will officially issue it to the Contractor. The Contractor shall reply, in writing, within 10 working days from receipt of any CDR, indicating corrective actions taken to prevent recurrence. The Contracting Officer will evaluate the Contractor's response and determine if full payment, partial payment, or the contract termination process is applicable. The Contractor's failure to reply will be considered as concurrence with a CDR. The Government specifically reserves the right to make a temporary partial payment for services performed prior to receipt and evaluation of a Contractor response to a CDR.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHARTS

PRS charts for shelf stocking, receiving/storage/holding area, and custodial operations are on the following pages.

SHELF STOCKING OPERATIONS

PERFORMANCE REQUIREMENTS SUMMARY

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
<p>(1) Perform Shelf Stocking Operations</p> <p>1(a) Cleaning & Dusting, Rotation and Nearest Case Stocking</p> <p>1(b) Methods of Stocking and Placement</p>	<p><u>1(a) 4.3.3.1. Cleaning & Dusting</u> <u>4.3.3.3. - 4.3.3.3.1. Merchandise Rotation</u> <u>4.3.3.2.1.1. Half Cases/Half Cases Remaining</u></p> <p><u>1(b) 4.3.3.2.-4.3.3.2.1.,</u> <u>4.3.3.2.2.-4.3.3.2.4.</u> Methods of Stocking and Placement</p>	<p>*See the Table 1 below for the sample size per day and AQLs.</p> <p>The sample size is determined by multiplying the daily sample size by the number of days per month the Contractor performs night shelf stocking functions.</p>	<p>Random Sample</p>	<p>1(a) 17%</p> <p>1(b) 53%</p>
<p>(2) Returning Merchandise to Appropriate Locations</p>	<p>4.3.3.10. Returning Merchandise to Appropriate Locations</p>	<p>0 defect</p> <p>The lot size is the number of days that the Contractor is required to perform per month. Performance is assessed on a daily basis. A defect is defined as 21 or more units misplaced on any day that the Contractor is required to perform.</p>	<p>Checklist</p>	<p>5%</p>
<p>(3) Disposal of Cardboard and Waste Materials</p>	<p>4.3.3.11. - 12. Disposal of Cardboard and Waste Materials</p>	<p>0 defect</p> <p>The lot size is the number of days that the Contractor is required to perform per month.</p>	<p>Checklist</p>	<p>5%</p>
<p>(4) Replenishment Stocking and Stock Availability</p>	<p>4.3.3.15.2. Replenishment Stocking</p>	<p>1 defect</p> <p>The lot size is the number of days per month that the Contractor is required to perform day shelf stocking.</p>	<p>Checklist</p>	<p>20%</p>

***Table 1**

Comsy Op Days Per Week	Samples Per Stocking Day	Monthly AQL	
		Accept	Reject
5 day	16	7	8
6 day	20	10	11
7 day	27	14	15

“Comsy Op Days per Week” refers to commissary operating schedule. A QAE in a commissary that has a normal operating schedule of five days per week will randomly sample 16 items on each day that the Contractor performs shelf stocking. A QAE in a commissary that has a normal operating schedule of six days per week will randomly sample 20 items on each day that the Contractor performs shelf stocking. A QAE in a commissary that has a normal operating schedule of seven days per week will randomly sample 27 items on each day that the Contractor performs shelf stocking. Sample size for a month is the number of samples per day times the number of days that the Contractor performs shelf-stocking operations in a month.

RECEIVING/STORAGE/HOLDING AREA OPERATIONS

PERFORMANCE REQUIREMENTS SUMMARY

<p>A REQUIRED SERVICE</p>	<p>B STANDARD OF PERFORMANCE</p>	<p>C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)</p>	<p>D METHOD OF SURVEILLANCE</p>	<p>E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT</p>
<p>(5) Perform Receiving/Storage/Holding Area Operations</p>	<p>4.4.2.2. Offload Trucks 4.4.2.3. Prepare Merchandise for Government Receipt 4.4.2.4. Transport Merchandise 4.4.2.5. - 4.4.2.5.1. Segregate Merchandise 4.2.2.7. Store Merchandise 4.4.2.8. Pull Merchandise 4.4.2.11. Pallets [T] 4.4.3.2. 4.4.3.3.1. 4.4.3.4., and 4.4.3.4.1. Equipment Maintenance and Repair</p>	<p>5% The lot size is the number of tasks that the Contractor is required to perform per month. See note below.</p>	<p>Checklist</p>	<p>100%</p>

The Government will count each of the eight paras/descriptions listed as one task per each day that the Contractor performs the task, e.g., Offload is one task per each day that the Contractor is required to perform that task, Store Merchandise is one task per each day that the Contractor is required to perform that task, etc.

CUSTODIAL OPERATIONS

PERFORMANCE REQUIREMENTS SUMMARY

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
(6) Perform sales area floor care as shown in <u>Exhibit 4-6-1</u>	IAW frequencies and standards shown in <u>Exhibit 4-6-1</u>	1% The lot size is the number of square feet X the number of days that the Contractor is required to perform per month.	Checklist	55%
(7) Perform all Custodial Operations, excluding sales area floor care and meat, as shown in <u>Exhibits 4-6-2, 4-6-3, and 4-6-4</u>	IAW frequencies and standards shown in <u>Exhibits 4-6-2, 4-6-3, and 4-6-4</u>	5% The lot size is the total number of tasks that the Contractor is required to perform per month. See notes 1 and 2.	Checklist	25%
(8) Perform Meat Custodial Operations as shown in <u>Exhibit 4-6-5</u>	IAW frequencies and standards shown in <u>Exhibit 4-6-5</u>	0 defects The lot size is the total number of tasks that the Contractor is required to perform per month. See note 1.	Checklist	20%

1. The total number of tasks for a particular month is the total of all tasks of every frequency that the Contractor is required to perform in that month. Tasks required at daily, weekly, and monthly frequency are counted every month IAW the custodial schedule that the Contractor has provided to the Government. Tasks required at less than monthly frequency are counted only in months in which the Contractor has scheduled performance of these tasks IAW the custodial schedule that the Contractor has provided to the Government. The computation for any month is as follows: (# daily tasks X the number of days scheduled)+(# weekly tasks X the number of instances scheduled)+(# monthly tasks X 1)+ (# tasks required at less than monthly frequency that are scheduled for completion during a particular month)=total tasks/lot size.

2. The Government will surveil all daily and other frequency floor care and outside clean up in PRS 7 as one daily task. The Contractor will have performed this daily task satisfactorily if the QAE finds no more than 2 percent of the total square footage that the Contractor is required to clean on a day not cleaned satisfactorily. For instance, if on a particular day a Contractor is required to clean 25,000 sq. ft. in the RSHA, and 10,000 sq. ft. in outside areas, for a total of 35,000 sq. ft., this daily task will be assessed as satisfactory as long as the QAE does not identify more than 2 percent of this 35,000 sq. ft. (35,000 x .02 = 700 sq. ft.) as not cleaned IAW the standards for the various areas that make up this 35,000 sq. ft. total. If, in this situation, a QAE finds more than 700 sq. ft. that the Contractor had not cleaned properly, the QAE shall issue an UNSAT for this daily task. The total square footage and associated variance for this task could change from day to day if one day's total includes only square footage done at a daily frequency, e.g., 35,000 sq. ft.; and another day's total includes square footage done at a daily frequency plus square footage done at a weekly frequency, e.g., 35,000 sq. ft. plus a combined total of 2,000 sq. ft. in office space, restrooms, and locker rooms = 37,000 sq. ft. x .02 = 740 sq. ft. If, in this situation, a QAE finds more than 740 sq. ft. that the Contractor has not cleaned properly, the QAE shall issue an UNSAT for this daily task.

ATTACHMENT 2

WD 05-2007 (Rev.-8) was first posted on www.wdol.gov on 06/03/2008

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

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

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2007
 Revision No.: 8
 Date Of Revision: 05/29/2008

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence,
 Limestone, Madison, Marion, Marshall, Morgan, Winston
 Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	11.95
01052 - Data Entry Operator II	13.89
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.80
01112 - General Clerk II	11.78
01113 - General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
01141 - Messenger Courier	9.49
01191 - Order Clerk I	11.51
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.69
01262 - Personnel Assistant (Employment) II	15.31
01263 - Personnel Assistant (Employment) III	17.06
01270 - Production Control Clerk	19.18
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	10.26
01532 - Travel Clerk II	10.86
01533 - Travel Clerk III	11.58
01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50

05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.28
11060 - Elevator Operator	8.58
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.58
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.70
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.06
12000 - Health Occupations	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	20.35
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	20.44
12030 - EKG Technician	23.24
12035 - Electroneurodiagnostic Technologist	23.24
12040 - Emergency Medical Technician	14.41
12071 - Licensed Practical Nurse I	14.07
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.71
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.65
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.38
12250 - Pharmacy Technician	12.62
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.01

13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.07
13012 - Exhibits Specialist II	23.35
13013 - Exhibits Specialist III	28.38
13041 - Illustrator I	19.07
13042 - Illustrator II	23.35
13043 - Illustrator III	28.38
13047 - Librarian	24.50
13050 - Library Aide/Clerk	13.17
13054 - Library Information Technology Systems Administrator	22.12
13058 - Library Technician	14.67
13061 - Media Specialist I	15.97
13062 - Media Specialist II	17.87
13063 - Media Specialist III	19.92
13071 - Photographer I	14.72
13072 - Photographer II	17.00
13073 - Photographer III	20.36
13074 - Photographer IV	24.89
13075 - Photographer V	30.21
13110 - Video Teleconference Technician	15.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.73
14042 - Computer Operator II	19.13
14043 - Computer Operator III	20.49
14044 - Computer Operator IV	26.16
14045 - Computer Operator V	27.62
14071 - Computer Programmer I (1)	25.00
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	14.73
14160 - Personal Computer Support Technician	26.16
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	27.38
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	21.00
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.74
16030 - Counter Attendant	7.74
16040 - Dry Cleaner	9.73
16070 - Finisher, Flatwork, Machine	7.74
16090 - Presser, Hand	7.74
16110 - Presser, Machine, Drycleaning	7.74
16130 - Presser, Machine, Shirts	7.74
16160 - Presser, Machine, Wearing Apparel, Laundry	7.74
16190 - Sewing Machine Operator	10.27
16220 - Tailor	10.78
16250 - Washer, Machine	8.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.04
19040 - Tool And Die Maker	25.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98

21140 - Store Worker I	11.02
21150 - Stock Clerk	14.95
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.74
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	17.93
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	14.48
23392 - Gunsmith II	15.97
23393 - Gunsmith III	17.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Condtioning Mechanic (Research Facility)	
19.30	
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	15.88
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.05
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	18.79
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	8.42
24620 - Family Readiness And Support Services Coordinator	12.43

24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.98
27007 - Baggage Inspector	10.74
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.74
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.22
28042 - Carnival Equipment Repairer	9.68
28043 - Carnival Equipment Worker	7.64
28210 - Gate Attendant/Gate Tender	12.85
28310 - Lifeguard	11.10
28350 - Park Attendant (Aide)	14.38
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	14.83
28630 - Sports Official	11.45
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.03
30021 - Archeological Technician I	17.26
30022 - Archeological Technician II	19.32
30023 - Archeological Technician III	23.94
30030 - Cartographic Technician	24.23
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	17.26
30062 - Drafter/CAD Operator II	19.55
30063 - Drafter/CAD Operator III	20.50
30064 - Drafter/CAD Operator IV	25.23
30081 - Engineering Technician I	14.53
30082 - Engineering Technician II	17.48
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	24.23
30361 - Paralegal/Legal Assistant I	16.85
30362 - Paralegal/Legal Assistant II	20.89
30363 - Paralegal/Legal Assistant III	25.55
30364 - Paralegal/Legal Assistant IV	30.92
30390 - Photo-Optics Technician	24.23
30461 - Technical Writer I	20.96
30462 - Technical Writer II	25.62
30463 - Technical Writer III	30.71
30491 - Unexploded Ordnance (UXO) Technician I	21.78
30492 - Unexploded Ordnance (UXO) Technician II	26.35
30493 - Unexploded Ordnance (UXO) Technician III	31.59
30494 - Unexploded (UXO) Safety Escort	21.78
30495 - Unexploded (UXO) Sweep Personnel	21.78

30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.50
30621 - Weather Observer, Senior (3)	22.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	13.89
31260 - Parking and Lot Attendant	9.19
31290 - Shuttle Bus Driver	14.77
31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	14.77
31362 - Truckdriver, Medium	16.55
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	9.27
99050 - Desk Clerk	7.22
99095 - Embalmer	21.13
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	21.13
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	11.06
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.79
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	12.33
99830 - Survey Party Chief	15.89
99831 - Surveying Aide	9.79
99832 - Surveying Technician	13.40
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	14.48
99842 - Vending Machine Repairer Helper	12.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 73	
2. CONTRACT NO.		3. SOLICITATION NO. HDEC08-09-R-0004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 25 Nov 2008	
6. REQUISITION/PURCHASE NO. HQCSJF82840001		7. ISSUED BY DEFENSE COMMISSARY AGENCY CONTRACTING BUSINESS UNIT, SERVICES BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
7. ISSUED BY DEFENSE COMMISSARY AGENCY CONTRACTING BUSINESS UNIT, SERVICES BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC08		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL:		FAX:		TEL:		FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Item 7</u> until <u>03:00 PM</u> local time <u>13 Jan 2009</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME BETTY G PERKINSON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (804) 734-8000 EXT 48613		C. E-MAIL ADDRESS betty.perkinson@deca.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 29	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		30	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		31	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		32			
X	G	CONTRACT ADMINISTRATION DATA		33 - 34	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		35 - 38	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL:				EMAIL:		(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 2 and all terms and conditions contained herein: BASE YEAR: August 1, 2009 through July 31, 2010 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	16	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		5,000	Dollars, U.S.		

Replacement/Repair Parts and Materials for GFE
 FFP
 Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 2, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.)
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		250	Hours		

Services to Replace Parts/Repair GFE
 FFP
 Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 2, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.)
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 2 and all terms and conditions contained herein: OPTION YEAR ONE: August 1, 2010 through July 31, 2011 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		16	Hours		
OPTION	Material Handling Equipment (MHE) for Inventories FFP				
	Provide MHE Support for Inventories in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		5,000	Dollars, U.S.		
OPTION	Replacement/Repair Parts and Materials for GFE FFP				
	Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 2, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	Services to Replace Parts/Repair GFE FFP Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 2, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	250	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 2 and all terms and conditions contained herein: OPTION YEAR TWO: August 1, 2011 through July 31, 2012 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	16	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		5,000	Dollars, U.S.		

OPTION Replacement/Repair Parts and Materials for GFE
 FFP
 Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 2, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.)
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		250	Hours		

OPTION Services to Replace Parts/Repair GFE
 FFP
 Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 2, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.)
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 2 and all terms and conditions contained herein: OPTION YEAR THREE: August 1, 2012 through July 31, 2013 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		16	Hours		
OPTION	Material Handling Equipment (MHE) for Inventories FFP				
	Provide MHE Support for Inventories in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		5,000	Dollars, U.S.		
OPTION	Replacement/Repair Parts and Materials for GFE FFP				
	Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 2, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	Services to Replace Parts/Repair GFE FFP Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 2, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	250	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	SERVICES, NONPERSONAL FFP Provide all the necessary supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Redstone Arsenal Commissary located in Huntsville, Alabama, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 2 and all terms and conditions contained herein: OPTION YEAR FOUR: August 1, 2013 through July 31, 2014 FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	650,400	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	Payment for Excess Overwrites FFP Cases that exceed 7% of the total monthly cases IAW 4.3.3.8. of the PWS @ the unit price of 60% of the case price reflected in AA above. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	30,000	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	200	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	Receiving/Storage/Holding Area Operations FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	Material Handling Equipment (MHE) for Inventories FFP Provide MHE Support for Inventories in accordance with Attachment 2, PWS. (The QUANTITY shown is an ESTIMATED QUANTITY.) FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	16	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF		5,000	Dollars, U.S.		

OPTION Replacement/Repair Parts and Materials for GFE
 FFP
 Replacement/repair parts and materials (new parts and components excluding preventive maintenance parts) for Government Furnished Equipment in accordance with Attachment 2, PWS. (The AMOUNT shown is a NOT TO EXCEED AMOUNT.)
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG		250	Hours		

OPTION Services to Replace Parts/Repair GFE
 FFP
 Services required to replace parts/ repair Government Furnished Equipment (excluding preventive maintenance services) in accordance with Attachment 2, PWS (includes travel costs to and from Government/Contractor facility). (The QUANTITY shown is an ESTIMATED QUANTITY.)
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCSJF82840001

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations, excluding the meat processing, preparation, and wrapping room, receiving/storage/holding area, and outside areas. in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ OPTION	Custodial Operations - Meat Room FFP Perform Custodial Operations in the meat processing, preparation and wrapping area in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK OPTION	Custodial Operations - RSHA and Outside FFP Perform Custodial Operations in the receiving/storage/holding area and outside areas in accordance with Attachment 2, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCSJF82840001	12	Months		

NET AMT

Section C - Descriptions and Specifications

SECTION C

All work performed under this contract shall be in accordance with Attachment 2, Performance Work Statement (PWS) and all terms and conditions set forth herein.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.246-4504 INSPECTION AND ACCEPTANCE (OCT 1995)

- a. The inspection and acceptance point for all services performed under this contract will be the Defense Commissary Agency, Redstone Arsenal, or as otherwise specified in the Performance Work Statement (PWS) contained herein.
- b. The performance by the Contractor and the quality of work delivered, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspections, surveillance and review for acceptance by the Contracting Officer or authorized representatives in accordance with the surveillance plan.
- c. The rights of the Government and remedies described in TE-1 of the PWS are in addition to all other rights and remedies set forth in this contract. Specifically, the Government reserves its rights under the Inspection of Services clause. Any deductions taken pursuant to the Performance Requirements Summary (PRS) shall reflect the reduced value of services performed under the contract; however, the contract issues shall be resolved in accordance with the Disputes Clause, FAR 52.233-1.

Section F - Deliveries and Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.232-4503 REMIT TO ADDRESS (OCT 1995)

Remit to address (if other than Contractor/Offeror address on the face of this contract):

Address:

Point of Contact for invoice inquiries: _____

Telephone Number: _____

CLAUSES INCORPORATED BY FULL TEXT

52.232-4504 INVOICE AND PAYMENT (OCT 1995)

- a. The Contractor may submit monthly itemized invoices for services rendered under this contract. Invoices shall list each line item covered by the contract and the unit price per line item for services performed during the month.
- b. Any monetary deductions for services not performed or Performed unsatisfactorily shall be deducted from the amount of the invoice prior to payment (See Technical Exhibit 1 of the Performance Work Statement).
- c. In connection with any circumstances in which it is necessary to compute a daily rate of payment (i.e., services performed for less than a month), payment will be made on a pro rata basis for the actual number of working days services are performed (e.g., # days custodial services performed during the month). For those line items in which the unit price is based on an estimated number of units rather than a monthly price (e.g., est. # of cases to be stocked monthly, est. hours for equipment repair, etc.), the contractor shall be paid for actual services performed.
- d. Original invoices shall be submitted to the designated payment office. One (1) additional copy of each invoice shall be forwarded to the office of the Contracting Officer responsible for administering this contract.

52.246-4501 QUALITY ASSURANCE EVALUATOR (QAE) (OCT 1995)

Government employed Quality Assurance Evaluator(s) will exercise general surveillance over the contract operation to include input to the contracting officer for contractor performance evaluation.

52.246-4506 ACCESS TO RECORDS, DATA AND FACILITIES (OCT 1995)

The contractor shall permit Defense Contract Audit Agency and the Contracting Officer or any other authorized Government representative access to all records, data and facilities used in the performance of this contract.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.201-4500 AUTHORITY (OCT 1995)

The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (DEC 2001)

The contractor is responsible for ensuring compliance with installation access procedures for both personnel and vehicles.

52.209-4501 PERMITS AND RESPONSIBILITIES (OCT 1995)

The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits, giving all notices, and complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the supplies/services covered by this contract.

52.222-4502 EMPLOYMENT OF OFF-DUTY MILITARY PERSONNEL BY GOVERNMENT CONTRACTORS (OCT 1995)

Off-duty employment of military personnel by Government contractors is generally permissible provided such employment does not contravene the policies set forth in DeCAD 80-2 and provided further, that such employment does not involve the holding of a concurrent Federal Civilian position nor result in the direct receipt of Federal compensation for work performed for a Government contractor. DeCAD 80-2 prohibits off-duty employment which interferes with or is not compatible with the performance of Government duties, may reasonably be expected to bring discredit upon the Department of Defense, or is otherwise inconsistent with the requirement to avoid actions which create a conflict or the appearance of a conflict of interest.

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the State of Alabama.

(2) Employer's Liability: \$100,000.

(3) Comprehensive General Liability: \$500,000 each occurrence.

52.232-4505 ADDITIONAL PAYMENT TERMS (OCT 1995)

Notwithstanding any other payment provision contained herein, the Government will not consider any net payment terms less than 30 days. Where no prompt payment terms are offered or net payment terms less than 30 days are offered, acceptance of the offer shall be considered to be on a net 30 days basis only.

52.237-4500 OBSERVATION PERIOD (APR 2004)

The Contractor may be provided an observation period of up to two (2) weeks prior to full take over of services to be performed under this contract. The observation period shall be at no cost to the Government and solely at the option of the Contractor.

A Contractor representative may observe the current work effort prior to full take over of the shelf stocking, receiving/storage/holding area, and custodial operations. During such time, the Contractor is prohibited from interfacing with the current Contractor (if applicable), to include queries as to internal procedures. However, the Contractor may interface with the Government [e.g., Store Director or Quality Assurance Evaluator (QAE)] to determine general work effort required during contract performance.

52.237-4501 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL (OCT 1995)

a. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.

b. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over DOD military or civilian personnel, or personnel of other prime contractors, performing under this contract.

c. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and method of operations.

d. Rules, regulations, directives and requirements which are issued during the contract term by DOD Military Command Authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Under such circumstances, replacement cost will be a Contractor expense and not reimbursable by the Government. In other instances, the Contractor shall take appropriate personnel action as required in the event of the employee misconduct in connection with his or her employment.

e. The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employee shall act and exercise personal judgement and discretion on behalf of the contractor.

f. Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.

g. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

52.237-4503 MOBILIZATION AND CONTINGENCY PLANNING (OCT 1995)

a. In the event of a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance, the contractor shall take whatever measures needed to meet any new demands placed upon him. Such

demands may require increased contractor furnished property, materials, extended work hours and increased number of personnel. Added responsibility, as a result of this requirement will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

b. To ensure that Government operations, which depend upon the services provided by this contract, can proceed with no or only minimal disruption, the contractor shall therefore plan for a mobilization or similar emergency and take actions needed to rapidly expand his contract capabilities to meet the exigency. Added responsibilities as a result of this requirement, will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

52.245-4500 MEDICAL TREATMENT (OCT 1995)

Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger or who is suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be effected as soon as possible and as determined by attending medical authorities. Based on medical center policies in effect, charges may be made to the employee.

52.246-4505 GOVERNMENT PERFORMANCE OF SERVICES (OCT 1995)

a. If, for any reason, the Contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting Officer determines that the mission at Redstone Arsenal Commissary is endangered, perform or supplement performance of such contract services with Government personnel. Such performance shall not constitute a breach of contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform, as provided in paragraph "a" above, the Contractor shall permit the Government to use and operate such equipment as necessary to perform the function during a period not to exceed one hundred twenty (120) days at the location covered by the contract. The Government's right to use Contractor equipment, pursuant to this subparagraph b, shall cease in the event of cancellation of the contract. During this period any contractor-owned equipment used by the Government shall be maintained by the Government.

c. The Government shall be entitled to an equitable adjustment for the services, if any, which were performed by the Government personnel due to the Contractor's failure to perform required services. The deduction shall be made in accordance with other provisions of this contract. Government performance of services will not constitute a termination for convenience by the Government within the meaning of the FAR Clause 52.249-2.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.217-4501 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUL 2003)

- a. The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the current contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

52.217-4504 EXERCISE OF OPTION (OCT 1995)

Should the Government exercise its option to extend the term of this contract, the rates set forth in the Schedule (Section B) for each option period shall apply, except as provided by the clause entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi Year and Option Contracts)" which is incorporated by reference in the Contract Clauses, Section I of this contract.

52.217-4505 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract performance period.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 561990 - assigned to contract number _____.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

21140, Store Worker I, WG 1/2 , \$11.36
 21410, Warehouse Specialist, WG 5/2, \$16.38
 21020, Forklift Operator, WG 5/2, \$16.38
 21050, Material Handling Laborer, WG 2/2, \$12.71
 11150, Janitor, WG 2/2, \$12.71

(End of clause)

52.222-4505 FRINGE BENEFITS (OCT 1995)

Under FAR Clause 52.222-42, Statement of Equivalent Rates for Federal Hires, fringe benefits include: Contribution of five point one (5.1) percent of basic hourly rate for health and insurance; contribution of seven (7) percent of basic hourly rate for retirements; ten (10) paid holidays (New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day); and Paid Annual Leave vacation as follows: Two (2) hours of annual leave each week for an employee with less than three (3) years service - three (3) hours of annual leave each week for an employee with less than fifteen (15) years service - Four (4) hours of annual leave each week for any employee with fifteen (15) or more years of service.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
www.acq.osd.mil/dp/dars/dfars.html

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated

in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.211-7007 ITEM UNIQUE IDENTIFICATION OF GOVERNMENT PROPERTY (SEP 2007)

(a) Definitions. As used in this clause--

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbolology Specification--Data Matrix.

Acquisition cost, for Government-furnished property in the possession of the Contractor (PIPC), means the amount identified in the contract, or in the absence of such identification, the fair market value. For property acquired or fabricated by the Contractor as Contractor-acquired PIPC, and subsequently transferred or delivered as Government-furnished PIPC, it is the original acquisition cost.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property in the possession of the Contractor with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property, including property in the possession of the Contractor.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Property in the possession of the Contractor (PIPC) means tangible personal property, to which the Government has title, that is in the stewardship or possession of, or is controlled by, the Contractor for the performance of a contract. PIPC consists of both tangible Government-furnished property and Contractor-acquired property and includes equipment and material.

Unique item identifier (UII) means a set of data elements marked on items that is globally unique and unambiguous.

Virtual UII means the data elements for an item that have been captured in the IUID Registry, but have not yet been physically marked on an item with a DoD compliant 2D data matrix symbol.

(b) Procedures for assigning and registering.

(1) The Contractor shall provide IUID data for the IUID Registry for all Government-furnished PIPC requiring DoD unique identification under this contract, including Government-furnished PIPC located at subcontractor and alternate locations.

(2) Unless the Government provides the UII, the Contractor shall establish a concatenated UII or a DoD recognized unique identification equivalent for--

(i) Government-furnished PIPC with a unit acquisition cost of \$5,000 or more; and

(ii) The following items of Government-furnished PIPC for which the unit acquisition cost is less than \$5,000:

See Exhibit 2-2, Government Furnished Equipment (GFE) in the Performance Work Statement

(3) Virtual UIIs may be assigned by the Contractor for existing Government-furnished PIPC requiring item unique identification, if the property can be accurately and uniquely identified using existing innate serialized identity until an event occurs requiring physical marking with the DoD compliant 2D data matrix.

(4) The Contractor shall assign and register a UII and the master item data for any subassembly, component, or part that does not have an existing UII when it is removed from a parent item and remains with the Contractor as a stand-alone item.

(5) Contractor-acquired PIPC is excluded from the IUID Registry. The Contractor shall report to the IUID Registry as Government-furnished PIPC any Contractor-acquired PIPC that--

(i) Is delivered to the Government; or

(ii) Is transferred by contract modification or other contract provision/requirement to another contract (including items that are transferred in place).

(6) If the initial transfer of Contractor-acquired PIPC is a delivery to DoD, the requirements of the Item Identification and Valuation clause of this contract (DFARS 252.211-7003) shall be applied when determining the requirement for item unique identification.

(7) The Contractor shall submit the UII and the master item data into the IUID Registry in accordance with the data submission procedures in the Item Unique Identification of Government Property Guidebook at <http://www.acq.osd.mil/dpap/UID/guides.htm>.

(i) The following data is required for Government-furnished PIPC items received without a UII:

(A) UII type.

(B) Concatenated UII.

(C) Item description.

(D) Foreign currency code.

(E) Unit of measure.

(F) Acquisition cost.

(G) Mark information.

(1) Bagged or tagged code.

(2) Contents.

(3) Effective date.

(4) Added or removed flag.

(5) Marker code.

(6) Marker identifier.

(7) Medium code.

(8) Value.

(H) Custody information.

(1) Prime contractor identifier.

(2) Accountable contract number.

(3) Category code.

(4) Received date.

(5) Status code.

(ii) The following data is required only for Government-furnished PIPC items received without a UII for specific "UII types," as specified in the Item Unique Identification of Government Property Guidebook:

(A) Issuing agency code.

(B) Enterprise identifier.

(C) Original part number.

(D) Batch/lot number.

(E) Serial number.

(iii) The following data is optional for Government-furnished PIPC items received without a UII:

(A) Acquisition contract number.

(B) Contract line item number/subline item number/exhibit line item number.

(C) Commercial and Government Entity (CAGE) code or Data Universal Numbering System (DUNS) number in the acquisition contract.

(D) Current part number.

(E) Current part number effective date (required if current part number is provided).

(F) Acceptance location.

(G) Acceptance date.

(H) Ship-to code.

(I) Sent date.

(J) Manufacturer identifier.

(K) Manufacturer code (required if manufacturer identifier is provided).

(L) Parent UII (for embedded items).

(c) Procedures for updating. (1) The Contractor shall update the IUID Registry for changes in status, mark, custody, or disposition of Government-furnished PIPC under this contract, for PIPC-

(i) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(ii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iii) Disposed of; or

(iv) Transferred to a follow-on or other contract.

(2) The Contractor shall update the IUID Registry for changes to the mark information to add or remove other serialized identification marks and to update a virtual UII to a fully compliant UII when the 2D data matrix symbol is added to the item.

(3) The Contractor shall update the IUID Registry for any changes to the current part number or the current part number effective date.

(4) The Contractor shall update the IUID Registry for any changes to the parent item of a DoD serially managed embedded subassembly, component, or part.

(5) The Contractor shall update the IUID Registry for all Government-furnished PIPC under this contract, so that the IUID Registry reflects the same information that is recorded in the Contractor's property records for Government-furnished PIPC as transactions occur, or at least semi-annually by March 31 and September 30 of each year.

(d) Procedures for marking. (1) When an event occurs that requires the physical marking of the item with the 2D data matrix symbol, the Contractor shall use the previously assigned virtual UII as the permanent UII.

(2) The Contractor shall use MIL-STD-130M (or later version) when physically marking existing PIPC with the compliant 2D data matrix symbol. The Contractor that has possession of the PIPC shall use due diligence to maintain the integrity of the UII and shall replace a damaged, destroyed, or lost mark with a replacement mark that contains the same UII data elements, as necessary. The Contractor shall apply the required 2D data matrix symbol to an identification plate, band, tag, or label securely fastened to the item, or directly to the surface of the item to be compliant.

(3) When an item cannot be physically marked or tagged due to a lack of available space to mark identifying information or because marking or tagging would have a deleterious effect, the Contractor shall--

(i) Attach to the item a tag that has the identifying information marked on the tag;

(ii) Place the item in a supplemental bag or other package that encloses the item and has a tag attached to the bag or package that has the identifying information marked on the tag; or

(iii) Apply the identifying information to the unit pack in addition to, or in combination with, the identification marking information specified in MIL-STD-129. When combining marking requirements for a unit pack, the Contractor shall follow the manner, method, form, and format of MIL-STD-129 and shall fulfill the informational requirements of that standard.

(4) When the item has the tag removed or the item is removed from the bag to be installed as an embedded item in a parent item, the Contractor shall--

(i) Assign a UII or a virtual UII to the parent item if a UII does not already exist;

(ii) Mark the parent item with the DoD compliant 2D data matrix symbol, if feasible; and

(iii) Update the IUID Registry to indicate that the tagged or bagged UII item has become an embedded item within the parent item.

(5) In the event a previously tagged or bagged embedded item is subsequently removed from use, the Contractor shall tag or bag and mark the item again with the original UII.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES
Attachment 1	DD Form 1707, Information to Offerors or Quoters	2
Attachment 2	Performance Work Statement, dated October 27, 2008	64
Attachment 3	Wage Determination 2005-2007, Revision 8, dated May 29, 2008	9
Attachment 4	Cost Breakout	41
Attachment 5	Technical Capability and Personnel Proposal	4
Attachment 6	Typical Daily Work Schedule (TDWS) and Direct Labor Summary (DLS)	6
Attachment 7	Past Performance Information	3

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990.

(2) The small business size standard is \$7.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (c) applies.

Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.215-4500 MINIMUM OFFER ACCEPTANCE PERIOD (MAR 2000)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation as the closing date for receipt of proposals.
- (b) This provision supersedes item 12 on the SF 33 and any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 calendar days.
- (d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offeror allows the following acceptance period: _____ calendar days.
- (e) An offeror allowing less than the Government's minimum acceptance period may be rejected.
- (f) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if the offer is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (JUN 2008)

(a) Definitions. As used in this provision--

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Person means--

(1) A Natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990.
 - (2) The small business size standard is \$7.0 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- Paragraph (c) applies.
 - Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS clause No.	Title	Date	Change
----------------------	-------	------	--------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.209-4500 PREAWARD SURVEY (OCT 1995)

The Government reserves the right, prior to making any award, to conduct preaward surveys of prospective Contractors in order to determine that the Contractors can meet the minimum standards for responsible prospective Contractors as delineated in Federal Acquisition Regulation 9.104. The preaward survey may include but will not necessarily be limited to the following factors:

- a. Financial resources;
- b. Ability to comply with required schedule;
- c. Past record of integrity;
- d. Past record of performance; and
- e. Be otherwise qualified and eligible to receive an award of a contract.

52.211-4500 AVAILABILITY OF REGULATIONS (APR 2001)

- a. None of the regulations, manuals, bulletins, etc., referenced in the solicitation will be issued with the solicitation. Information regarding requests for publications should be addressed to the Defense Commissary Agency, Contracting Business Unit Services Division, (CICS), 1300 E Avenue, Fort Lee, Virginia 23801-1800.
- b. When utilizing the regulations, manuals, bulletins, etc., referenced in the solicitation whether for Mandatory Compliance or Advisory only, the most current revisions as set forth in the applicable indices as of issuance date of this solicitation shall be used.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except

clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-4509 PROPOSAL SUBMISSION (FORMAT AND CONTENT) (APR 2004)

(a) GENERAL:

(1) Proposals that comply with the requirements in this solicitation will be evaluated in accordance with Section M. Proposals that fail to comply with content or format requirements may be rejected without further evaluation.

(2) Submit proposals in three (3) distinctly severable parts consisting of the volumes listed in paragraphs (b), (c) and (d) of this provision. To ensure consideration of all required information by the various evaluators, you may have to present the same information, in the same or different format, in more than one volume. Ensure information and statements on similar topics (e.g., number of work hours and productivity rates) are consistent throughout the proposal.

(3) Page limits apply to volumes and sections as indicated below. Beginning with the first page, only the number of pages up to the specified limit will be considered. Tabs and dividers will not be considered in the page count. Pages in excess of the number specified for the volume will not be considered.

(4) Utilization of FedBizOpps and/or diskette provides the required forms and formats for submitting proposals in response to this solicitation. Some forms have protected formats and cells, however the necessary inputs are "unprotected" and may be changed as needed to adequately reflect your proposal. Formulas are included where appropriate to automatically generate various computations. The offeror is ultimately responsible for the accuracy of all calculations. The Cost Breakout and Direct Labor Summary must be submitted in hard copy as well as on a computer disk in Microsoft Excel 2000. If there are mathematical calculation differences between the hard copy and computer disk, the hard copy shall take precedence. The remaining submission requirements are needed in hard copy only. The following items have been provided in the electronic formats indicated:

(i) Microsoft Excel 2003
 Cost Breakout (CostData.xls)
 Typical Daily Work Schedule (TypSum.xls) (1st Tab)
 Direct Labor Summary (TypSum.xls) (2nd Tab)

(ii) Microsoft Word 2003
 Technical Capability and Personnel Proposal (TechCap.doc)
 Past Performance Data Form (PPForm.doc)
 Sample Customer Notification Letter (Client.doc)

(b) VOLUME I (original and 2 copies with computer disk of cost breakout): SOLICITATION SECTIONS A, B AND K, AND COST BREAKOUT.

(1) SECTION A, Standard Form 33 (Solicitation, Offer and Award) completed and signed by an authorized representative on behalf of the offeror;

(2) SECTION B, (Supplies or Services and Prices/Costs) with pricing for each line item/unit of issue as shown;

(3) SECTION K, (Representations, Certifications, and other statements of offerors) completed by the offeror;

(4) COST BREAKOUT:

Using the cost format at Attachment 4, provide details of your proposed costs. The format provides detail for the base period of work effort. If you have changes in costs for any of the option periods, provide additional submissions of the cost format for each option period in which changes occur. The annual totals generated by using the prescribed format shall be consistent with Schedule B of this solicitation.

The cost breakout format has built in Service Contract Act Wage Determination rates and applicable calculations. The total cost is automatically generated. The computer-generated spreadsheets shall be submitted on computer disks. Files shall be named as follows:

BASE YEAR - REDSTONE ARSENAL

OPTION YEAR ONE - REDSTONE ARSENAL
OPTION YEAR TWO - REDSTONE ARSENAL
OPTION YEAR THREE – REDSTONE ARSENAL
OPTION YEAR FOUR – REDSTONE ARSENAL

(c) VOLUME II (original and 4 copies with computer disk of the Direct Labor Summary): TECHNICAL CAPABILITY AND PERSONNEL PROPOSAL, TYPICAL DAILY WORK SCHEDULE and DIRECT LABOR SUMMARY

(1) Using the format at Attachment 5, provide the information requested including the question first, followed by your response. Responses may be narrative, charts, diagrams or other visuals that clearly and accurately represent the response. The length of response to each individual question is not limited, however you must provide responses to all questions. This volume is limited to 24 single-sided or 12 double-sided pages not including the "Typical Daily Work Schedule" and "Direct Labor Summary" forms. Pages in this volume shall be numbered sequentially beginning with page one (1).

(2) TYPICAL DAILY WORK SCHEDULE. Complete the "Typical Daily Work Schedule" form at Attachment 6. When completing the form, enter all the data requested, ensuring your data entries agree with the information provided in other parts of your proposal and computations are correct.

(3) DIRECT LABOR SUMMARY. Complete the "Direct Labor Summary" form at Attachment 6. When completing the form, enter all of the data requested, ensuring your data entries agree with the information provided in other parts of your proposal and computations are correct. Submit data in both hard copy and disk format with the file name DLS.

(d) VOLUME III (original and 2 copies): PAST PERFORMANCE INFORMATION

(1) REFERENCE REQUIREMENTS: Provide a reference for each contract completed during the past three (3) years and each contract currently in process using the form provided at Attachment 7. References may include contracts entered into with the Federal Government, agencies of state and local governments, and commercial customers.

(2) CUSTOMER NOTIFICATION: Offerors shall send each non-federal government customer a letter (See sample at Attachment 7) authorizing the customer to provide past performance information to the government. A copy of each customer notification letter shall be provided with the past performance information. (Note: If you have more than one contract with the same customer, you only need to send that customer one notification letter.)

(3) NEWLY FORMED ENTITIES/NAME CHANGES: Offerors that are newly formed entities without prior contracts should list contracts as required above for all key personnel. Companies that have changed names are not considered "newly formed entities" and shall submit past performance information under any prior company names.

(4) JOINT VENTURES: Joint ventures shall submit past performance information from all companies forming the joint venture and indicate the estimated percentage of contribution being made by each company.

(5) PAGE LIMITATIONS AND NUMBERING:

(i) Reference information is limited to 1 single-sided page per reference using the required form.

(ii) Copies of customer notification letters are limited to 1 single-sided page per customer.

(iii) The offeror shall sequentially number the pages of this volume beginning with page one (1).

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed priced contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Defense Commissary Agency; Contracting Directorate; Commercial Services Division (ATTN: AMCE); 1300 E Avenue; Fort Lee, Virginia 23801-1800.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-4500 INDEPENDENT REVIEW OF AGENCY PROTESTS (APR 2004)

Offerors/bidders may submit their agency protest directly to the contracting officer or request an independent review at a level above the contracting officer. The independent review is available as an alternative to consideration of the agency protest by the contracting officer. The independent review is not an appeal of the contracting officer's decision on an agency protest.

Agency protests for consideration by the contracting officer must be submitted to the issuing office indicated on the face of the solicitation. Agency protests for consideration by a level above the contracting officer must be submitted to:

Defense Commissary Agency
ATTN: AM (Director, Contracting)
1300 E Avenue
Fort Lee, Virginia 23801-1800

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

www.acq.osd.mil/dp/dars/dfars.html

(End of provision

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.215-4503 AWARD OF CONTRACT (APR 2004)

Except for any portions of this solicitation that may be subject to cost comparison (52.207-2), any contract awarded as the result of this solicitation shall be for items constituting the base period of operations 0001-0001AK. However, prices are required to be submitted for all items to include the option periods.

52.215-4505 EVALUATION OF OFFERS (C3) (APR 2001)

The Government anticipates that this requirement will be placed on the Procurement List under the provisions of the Javits Wagner-O'Day (JWOD) Act (41 U.S.C. 4646-48c). The JWOD Act provides for long term employment opportunities through Work Centers for persons who are blind or have other severe disabilities. Under the JWOD Act, the Committee for Purchase from People who are Blind or Severely Disabled (Committee), an independent agency of the United States Government, is charged to administer the program. The Committee is responsible for determining the fair market price for commodities and services sold to the government, revising those prices in accordance with changing market conditions and establishing rules as required to administer the program.

The Program is established by Public Law 92-28, with implementing guidance spelled out in the Code of Federal Regulations (41 CFR Ch. 51) and the Federal Acquisition Regulation (FAR Subpart 8.7). Commodities and services mandated for purchase under the JWOD Program are listed in the Committee's Procurement List.

Offers submitted in response to this solicitation will be reviewed in conjunction with the price submitted under the provisions of the JWOD Program. If the JWOD price is more than 15% of the otherwise successful offeror's price, an exception to the Government's mandatory use of the Procurement List will be granted and award will be made to the successful commercial offeror in accordance with the provisions of this solicitation.

52.215-4508 PROPOSAL EVALUATION – COMMERCIAL FIRMS (C3) (APR 2001)**(a) GENERAL:**

(1) The local provision at 52.215-4505, entitled "Evaluation of Offers," in Section M of the solicitation, establishes the procedures by which a comparison of prices will be made between the JWOD proposal and the proposal submitted by the otherwise successful commercial offeror.

(2) Using the tradeoff process, the responsible offeror whose offer conforms to the solicitation and provides the best value to the Government, considering the factors set forth below, will be selected as the otherwise "successful commercial offeror." The process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced commercial proposal or other than the highest technically rated commercial offeror.

(3) All commercial proposals submitted which comply with the solicitation requirements will be evaluated. Proposals that fail to comply with content or format requirements specified in Section L of this solicitation may be rejected without further evaluation.

(b) OUTLINE OF EVALUATION FACTORS, SUBFACTORS, ELEMENTS, AND SUBELEMENTS:

FACTOR: PERFORMANCE CAPABILITY

Subfactor: Technical Capability
Element: Operations
 Subelements: Night Shelf Stocking
 Receiving/Storage/Holding
 Night Custodial
 Day Requirements

Element: Quality Control

Subfactor: Personnel
Element: Direct Labor
 Subelements: Night Shelf Stocking
 Receiving/Storage/Holding
 Night Custodial
 Day Requirements

Element: Indirect Labor

Subfactor: Past Performance
Elements: Similarity of Experience
 Quality of Service
 Timeliness of Performance
 Business Relations

FACTOR: PRICE

(c) RELATIVE IMPORTANCE OF EVALUATION FACTORS, SUBFACTORS, ELEMENTS, AND SUBELEMENTS:

(1) **FACTORS:** Of the two evaluation factors, **PERFORMANCE CAPABILITY** is approximately equal to **PRICE**.

(2) PERFORMANCE CAPABILITY:

(i) Unless stated otherwise below, all subfactors, elements, and subelements are listed in descending order of importance under their respective factor, subfactor, or element.

(ii) Of the two elements of the Technical Capability subfactor, Operations is substantially more important than Quality Control.

(iii) Of the two elements of the Personnel subfactor, Direct Labor is substantially more important than Indirect Labor.

(d) PAST PERFORMANCE:

(1) Past performance evaluation is a subjective process considering relevant facts, circumstances, and trends. The evaluation will consider:

(i) similarity or dissimilarity of size, scope, and complexity of experience to current contract requirements, and recentness of performance;

(ii) the offeror's demonstrated ability to provide quality services;

(iii) the offeror's ability to complete services on time;

(iv) the offeror's ability to develop and maintain productive and responsible business relations and to address concerns and resolve problems during contract performance.

(2) In addition to information provided by the offeror in the proposal, the government may use data from other customers, consumer

(3) If neither the business nor any key personnel have a record of relevant past performance or past performance is not available, past performance will not be rated favorably or unfavorably.

(e) PRICE AND PRICE REALISM: Commercial proposals will be evaluated to determine whether offered prices are realistic in relation to the work to be performed, reflect a clear understanding of the requirements, and are consistent with other portions of the offeror's proposal. The PRICE factor will not be scored.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

ATTACHMENT 2

**PERFORMANCE WORK STATEMENT
FOR
SHELF STOCKING,
RECEIVING/STORAGE/HOLDING AREA
AND
CUSTODIAL SERVICES
AT THE
REDSTONE ARSENAL COMMISSARY**

As of: 27 October 2008

TABLE OF CONTENTS

SECTION C-1, GENERAL

1.1. SCOPE OF WORK

- 1.1.1. Contractor Responsibilities
- 1.1.2. Contractor/Government Relations

1.2. COMMISSARY AND CONTRACTOR OPERATING HOURS

- 1.2.1. Store Operational Hours/Contractor Working Schedule
- 1.2.2. Days Closed
- 1.2.3. Notification of Closure
- 1.2.4. Closing for Inclement Weather or Emergency Conditions
- 1.2.5. Emergencies and Disasters
- 1.2.6. Changes in Operating Hours

1.3. PERSONNEL

- 1.3.1. General
 - 1.3.1.1. Employment of DeCA/Government Personnel
 - 1.3.1.2. Training
- 1.3.2. – 1.3.2.3. Project Manager (PM)
- 1.3.3. Dress Requirements
- 1.3.4. Consumption or Use of Government Property
- 1.3.5. Personal Articles
- 1.3.6. Eating and Drinking
- 1.3.7. Use of Tobacco (to include chewing tobacco and snuff)
- 1.3.8. Loitering
- 1.3.9. Samples, Gratuities and Promotional Activity
- 1.3.10. Use of Alcoholic Beverages/Drugs
- 1.3.11. Removal of Employees for Cause
- 1.3.12. Criminal Investigations
- 1.3.13. Installation Access
 - 1.3.13.1. Denial of Installation Access
 - 1.3.13.2. Motor Vehicle Registration
- 1.3.14. Bomb Threats
- 1.3.15. Safety
- 1.3.16. Accident Reporting
- 1.3.17. Parking
- 1.3.18. – 1.3.18.3. Shopping Privileges

1.4. QUALITY CONTROL/QUALITY ASSURANCE

- 1.4.1. Quality Control
 - 1.4.1.1. Inspection System
 - 1.4.1.2. Methods of Identifying Deficiencies
 - 1.4.1.3. Documenting Inspections/Results
- 1.4.2. Quality Assurance
- 1.4.3. Performance Evaluation Meetings

1.5. PHYSICAL SECURITY

1.6. – 1.6.4. PERFORMANCE CONTINGENCY PLAN

1.7. CUSTODIAL WORK SCHEDULE

1.8. CONSERVATION OF UTILITIES

1.9. GOVERNMENT PERFORMANCE OF WORK

1.10. GOVERNMENT OBSERVATIONS

SECTION C-2, GOVERNMENT-FURNISHED FACILITIES, SERVICES, EQUIPMENT AND SUPPLIES

2.1. GENERAL

2.2. FACILITIES

2.2.1. Commissary Facilities

2.2.1.1. Building Maintenance

2.2.1.2. Utilities

2.2.1.3. Insect, Pest, and Rodent Control

2.2.1.4. Bulk Refuse Pickup/Disposal

2.2.1.5. Telephone

2.2.1.6. Emergency Protection

2.3. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

2.3.1. Equipment

2.3.1.1. Government-Furnished Equipment (GFE)

2.3.1.2. New/Additional/Replacement Equipment

2.3.2. Trash Receptacles and Covers

2.3.3. Baler (shared)

2.3.4. Metal/Plastic Bands for Cardboard Bales

2.3.5. Securable Desk, Chair, and Supply Cabinet to Store Equipment/Supplies

2.3.6. Employee Lockers

2.3.7. Identification Badges

EXHIBIT 2-1, GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

EXHIBIT 2-2, GOVERNMENT-FURNISHED EQUIPMENT (GFE)

EXHIBIT 2-3, EQUIPMENT CONDITION CODES

SECTION C-3, CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES

3.1. GENERAL

3.2. EQUIPMENT

3.2.1. – 3.2.1.1. Contractor-Furnished Equipment

3.2.2. Compliance with Equipment Standards

3.2.3. Loss or Damage to Contractor Property

3.3. OPERATING SUPPLIES

3.3.1. – 3.3.1.1. Compliance with Standards

3.3.2. Reserved.

EXHIBIT 3-1, PROPANE (LPG) FUELED EQUIPMENT REQUIREMENTS

SECTION C-4, SPECIFIC TASKS

4.1. GENERAL

4.2. CONTROLS AND RESTRICTIONS

- 4.2.1. Disposition of Damaged Items
- 4.2.2. Damage Caused by Contractor
- 4.2.3. Equipment Restrictions

4.3. SHELF STOCKING

4.3.1. Estimated Shelf Stocking Workload and Line Items

4.3.1.1. Day and Night Stocking Hours of Operation

4.3.2. - 4.3.2.6. Stocking Exclusions

4.3.3. Shelf Stocking Procedures

4.3.3.1. Cleaning and Dusting

4.3.3.2. Methods of Stocking

4.3.3.2.1. Shelf Locations and Item Allocations

4.3.3.2.1.1. Half Cases/Half Cases Remaining

4.3.3.2.1.2. Overwrite Cases

4.3.3.2.1.3. Cases Not Stocked

4.3.3.2.1.4. Counting Cases

4.3.3.2.1.5. Disposition of Half Cases Remaining, Overwrite Cases, and Cases Not Stocked

4.3.3.2.2. - 4.3.3.2.2.1. Placement of Merchandise Within Item Allocation

4.3.3.2.3. - 4.3.3.2.3.1. Unit Placement

4.3.3.2.4. Arranging Stock in Item Locations

4.3.3.3. Merchandise Rotation

4.3.3.3.1. Expired Code Dates

4.3.3.4. Stocking Height

4.3.3.5. Repair of Merchandise Labels

4.3.3.6. Not-In-Stock (NIS)

4.3.3.7. Replenish Displays

4.3.3.7.1. Reserved

4.3.3.8. Amount of Overwrite Cases

4.3.3.9. Mispicked Merchandise

4.3.3.10. Returning Merchandise to Appropriate Locations

4.3.3.11. Disposal of Cardboard

4.3.3.12. Disposal of Waste Materials

4.3.3.13. Emergency Stocking Requirements

4.3.3.14. Replenishment Stocking from Commissary Stock on Hand

4.3.3.14.1. Cases Stocked from Commissary Stock on Hand

4.3.3.14.2. Identifying Cases on Hand Needed for Replenishment Stocking

4.3.3.15. Tasks Specific to Day Stocking

4.3.3.15.1. Assistance to Patrons

4.3.3.15.2. Replenishment Stocking and Stock Availability

4.3.3.15.3. Day Stocking Operations

4.3.3.16. Reserved

4.3.3.17. Reserved

4.3.3.18. Reserved

4.4. RECEIVING/STORAGE/HOLDING AREA (RSHA) OPERATIONS

4.4.1. General

4.4.2. RSHA Operations

4.4.2.1. Medical Food Inspection

4.4.2.2. Offload Trucks

4.4.2.3. Prepare Merchandise for Government Receipt (PrepGovtRcpt)

4.4.2.4. Transport Merchandise

4.4.2.5. Segregate Merchandise

4.4.2.5.1. Reserved

4.4.2.6. Reserved

4.4.2.7. Store Merchandise

4.4.2.8. Pull Merchandise

4.4.2.9. Reserved

4.4.2.10. Reserved

4.4.2.11. Pallets

4.4.2.12. - 4.4.2.12.1. Stock Rotation

4.4.2.13. Hazardous Food Recalls

4.4.3. Equipment Maintenance and Repair

4.4.3.1. Repair of Equipment at Off-Site Locations

4.4.3.2. Equipment Service Log

4.4.3.3. Equipment Maintenance

4.4.3.3.1. Maintenance Schedule

4.4.3.4. Equipment Repair

4.4.3.4.1. Repair Parts

4.4.3.4.2. Reimbursement for Repair Parts

4.5. FORMAL INVENTORIES

4.5.1. General

4.5.1.1. Prepare for Inventories

4.5.1.2. Assist with Inventories

4.5.1.3. Certifying Actual Hours Required for the Inventory Preparation/Assistance

4.6. CUSTODIAL

4.6.1. – 4.6.1.6. Exclusions

4.6.2. Custodial Tasks

4.6.2.1. Day Custodial

4.6.2.1.1. Restroom Cleaning, Maintenance, and Resupply

4.6.2.1.2. Emergency Cleaning-Government Notification

4.6.2.1.3. Cleaning Without Government Notification

4.6.2.2. Night Custodial Tasks

4.6.3. Hazardous Chemicals or Materials

4.6.3.1. Material Safety Data Sheets (MSDS)

4.6.3.2. Clean-up of Hazardous Chemicals or Materials

EXHIBIT 4-1, LIST OF CATEGORIES/ITEMS AUTHORIZED FOR VENDOR STOCKING

EXHIBIT 4-2, METHODS OF STOCKING

EXHIBIT 4-3, FDS DISTRIBUTOR DELIVERY SCHEDULE

EXHIBIT 4-4, EQUIPMENT MAINTENANCE CHECKLIST

EXHIBIT 4-5, CUSTODIAL SERVICES, QUALITY STANDARDS

1. GENERAL
2. FLOOR MAINTENANCE
 - 2.1. General
 - 2.2. Tile Floor Coverings (Ceramic and Vinyl) and Specialty Floors
 - 2.2.1. Vinyl Composition Tile (VCT)
 - 2.2.2. Reserved
 - 2.2.3. Ceramic
 - 2.2.4. Specialty Floors (Seamless Monolithic Aggregate Matrix Polymer (SMAP))
 - 2.2.5. Reserved
 - 2.3. Carpeted Floors
 - 2.4. Concrete Floors
 - 2.5. Floor Spot Cleaning
3. UNDERNEATH CLEANING
 - 3.1. Store/Sales Areas
 - 3.1.1. Cleaning Underneath Gondolas without Kickplates
 - 3.1.2. End Cap and Other Off Shelf Displays
 - 3.1.3.-3.1.4. Non-Mobile Merchandisers
 - 3.2. Receiving/Storage/Holding Areas
4. CLEANING
 - 4.1. Structural Components and Equipment
 - 4.1.1. Low Cleaning
 - 4.1.2. High Cleaning
 - 4.2. Refrigerator/Microwave Cleaning (Breakroom)
 - 4.3. Restroom Cleaning
 - 4.3.1. Restroom Supply Replenishment
5. SANITIZE
 - 5.1. Clean and Sanitize Drinking Fountains
6. WALK-OFF MATS/RUNNERS/CASHIER AND DISPLAY CASE MATS
7. QUEUING ROPES/STANCHIONS
8. ASH AND TRASH REMOVAL AND CLEANING
9. AISLE MARKERS
10. LIGHT FIXTURES
11. GLASS AND WINDOW CLEANING
 - 11.1. Low Glass and Window Cleaning
 - 11.2. High Glass and Window Cleaning
12. DUCT AND LOUVER CLEANING
 - 12.1. Low Duct and Louver Cleaning
 - 12.2. High Duct and Louver Cleaning

13. OUTSIDE AREAS

13.1. Snow and Ice Removal

13.2. Reserved

14. MEAT DEPARTMENT PROCESSING, PREPARATION, AND WRAPPING AREAS

14.1. Preparation, Precautions, and Trash Removal

14.2. Trim Barrels and Trim Barrel Storage Area

15. RECEIVING/STORAGE/HOLDING AREA (RSHA)

16. Reserved

17. REMOVABLE DISPLAY CASE BUMPER GUARDS

EXHIBIT 4-6-1, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS, PRS(6)

EXHIBITS 4-6-2, 3, 4, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS, PRS(7)

EXHIBIT 4-6-5, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS, PRS(8)

EXHIBIT 4-7, FACILITY LAYOUT

SECTION C-5, REFERENCE DOCUMENTS

5.1. REFERENCE DOCUMENTS AND FORMS AVAILABLE FROM THE GOVERNMENT

5.2. REFERENCE DOCUMENTS TO BE OBTAINED BY THE CONTRACTOR

TECHNICAL EXHIBIT 1, PERFORMANCE REQUIREMENTS SUMMARY

1.1 – 1.1.6. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

2.1. – 2.1.2. GOVERNMENT QUALITY ASSURANCE PROCEDURES

3.1. DETERMINING THE NUMBER OF DEFECTS THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT

3.1.1. Random Sampling Method

3.1.2. – 3.1.2.2. Checklist Method

3.1.3. Rounding Percentages in Computations

4.1. – 4.1.4. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE

5.1. CONTRACTOR PAYMENT

5.1.1. Services Surveilled by Random Sampling

5.1.2. Services Surveilled by Checklist

5.1.3. Computation for Payment for Excess Overwrites

6.1. CONTRACTOR DAMAGE TO COMMISSARY MERCHANDISE

7.1. CONTRACT DISCREPANCY REPORT (CDR)

PERFORMANCE REQUIREMENTS SUMMARY CHARTS

SHELF STOCKING OPERATIONS

RECEIVING/STORAGE/HOLDING AREA OPERATIONS

CUSTODIAL OPERATIONS

SECTION C-1

GENERAL

1.1. SCOPE OF WORK

1.1.1. Contractor Responsibilities. The Contractor shall furnish all personnel, supervision, supplies, equipment, tools, materials and other items and services as necessary to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial tasks in accordance with (IAW) this contract at the Redstone Arsenal Commissary located at 3224 Acton Drive, Redstone Arsenal, Alabama 35898 (near Huntsville), except those identified in SECTION C-2, Government-Furnished Facilities, Services, Equipment and Supplies.

1.1.2. Contractor/Government Relations. Commissaries sell food and non-food items to authorized patrons in facilities and under operating conditions that are very similar to commercial supermarkets. Each commissary has an onsite supervisor—a Store Director—who is responsible for overall commissary operations. When the term Store Director is used elsewhere in this contract, it means the Store Director personally or any commissary personnel designated by a Store Director to act as an authorized representative of the Government. The Government will employ Quality Assurance Evaluators (QAE) to surveil and document Contractor performance. The Government Contracting Officer is responsible for overall administration/oversight of this contract. The Contracting Officer is solely authorized to change contract terms, to terminate the contract for cause, and to make determinations and findings that relate to contract provisions and Contractor performance. To facilitate compliance with the provisions of this contract, and coordination of commissary and contracted operations, the Contractor’s Project Manager (PM) and the Store Director should regularly and routinely discuss matters relating to contract performance. As necessary, the Contracting Officer may participate in these discussions. When the term PM is used elsewhere in this contract, it includes the PM and any alternate PM whom the Contractor may employ. Where the term Contractor employee is used elsewhere in this contract, it means any member of the Contractor’s work force including the PM.

1.2. COMMISSARY AND CONTRACTOR OPERATING HOURS

1.2.1. Store Operational Hours/Contractor Working Schedule. During all of the hours indicated below for day custodial/stocking and RSHA operations, the Contractor shall have personnel available to perform the work described in Section C-4. The Contractor shall perform all of the work described in Section C-4 for night custodial (including RSHA custodial), meat custodial, and night stocking operations during the “windows of opportunity” indicated as follows.

Store Operational Hours/Contractor Work Schedule														
DAY	Commissary Hours		Day Stocking		Day Custodial		RSHA		Meat Custodial		Night Stocking		Night Custodial	
	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
SUN	9am	6pm	9am	6pm	9am	6pm	----	----	4pm	8pm	----	----	----	----
MON	Closed	----	-----	----	----	----	6am	3 pm	----	----	8pm	3am	10pm	6am
TUE	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
WED	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
THU	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
FRI	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am
SAT	9am	7pm	9am	7pm	9am	7pm	6am	3 pm	7pm	11pm	8pm	3am	10pm	6am

1.2.2. Days Closed. The Commissary will be closed on the following days:

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

1.2.3. Notification of Closure. The Contractor shall comply with the Government's instructions concerning which days the commissary will be closed. The Store Director will notify the Contractor at least two calendar weeks prior to any scheduled closure of the commissary, including those listed in 1.2.2., or of any change to the list of closures shown in 1.2.2.

1.2.4. Closing for Inclement Weather or Emergency Conditions. In the event that inclement weather or other emergency conditions force commissary closure during normal operating hours, the Store Director will notify the PM. The Contractor shall provide service as long as the commissary remains open. When a closure or delayed reporting time occurs before or after normal business hours, the Store Director will notify the PM. The Store Director and PM will agree upon the method by which the PM will receive notification about closures or delayed reporting times.

1.2.5. Emergencies and Disasters. In the event of fire, flood, hurricane, tornado, other acts of God, power outage, or similar emergency or disaster, only the Contracting Officer, Store Director, commissary manager on duty, or QAE may contact the Contractor and request Contractor support. If the Contractor agrees to perform work in response to any such request, the Contractor shall submit documentation of work performed to the Contracting Officer. The Contracting Officer will make disposition of any such matter IAW the Changes Clause.

1.2.6. Changes in Operating Hours. The Government may change the commissary operating schedule to accommodate patron requirements. These changes may dictate corresponding changes to the Contractor's work schedule. The Contracting Officer will give the Contractor a minimum of two calendar weeks notice prior to implementation of any change to the commissary operating schedule.

1.3. PERSONNEL

1.3.1. General

1.3.1.1. Employment of DeCA/Government Personnel. DeCA management personnel, QAEs, and family members of personnel in these positions are prohibited from working under this contract. All other DeCA personnel, or their family members, who may wish to work under this contract, are prohibited from doing so until having obtained approval in writing from DeCA General Counsel. In the event of a strike by Contractor employees, the Contractor is prohibited from employing any federal civilian employee or active duty military member.

1.3.1.2. Training. The Contractor shall provide training to personnel who operate Government-furnished vehicles or material handling equipment (MHE). The Contractor shall ensure that his/her personnel, who operate power industrial trucks, are trained, qualified, and certified IAW Occupational Safety and Health Administration (OSHA) requirements. The Contractor shall maintain a record of this training and provide a roster of trained personnel to the Store Director. The Government will provide orientation training on new equipment furnished by the Government.

1.3.2. Project Manager (PM)

1.3.2.1. The Contractor shall provide an onsite PM or alternate who shall be present and act with full authority for the Contractor on all contract matters relating to the daily operation of this contract and be responsible for the overall management and coordination of work. The PM and alternate may be working supervisors. These individuals shall be designated in writing (listing names, addresses, and home telephone numbers) to the Contracting Officer and Store Director prior to the contract start date and as changes occur, and shall be the central points of contact for this contract with the Government.

1.3.2.2. The PM or alternate shall be in the Commissary during night operations (and either onsite or available during day operations) when Contractor-provided services are being performed, and shall be available during a mutually agreed upon time to meet on the installation with Government personnel when required to discuss problem areas.

1.3.2.3. The PM and alternate shall be able to read, write, speak, and understand English. Contractor personnel who come in contact with commissary patrons shall be able to communicate in English with the commissary patrons.

1.3.3. Dress Requirements. Contractor personnel shall comply with any applicable dress codes. Contractor employees shall wear a Government-furnished identification badge, which shall be visible at all times while performing work under this contract. The Contractor shall perform a hazard assessment (as required by OSHA - 29 CFR 1910.132) of Contractor operations to identify hazards, if any, which necessitate the use of personal protective equipment (PPE). The Contractor shall select the appropriate PPE, train Contractor employees on PPE requirements, and shall ensure Contractor personnel wear the PPE while exposed to the identified hazard(s).

1.3.4. Consumption or Use of Government Property. The Contractor shall not permit Contractor personnel to consume or use Government-owned resale items or any Government-owned equipment or supplies that are not specifically provided for Contractor use under this contract.

1.3.5. Personal Articles. Contractor employees shall not take any package, purse, lunch sack, box, or other personal articles into commissary areas, except authorized break rooms and locker rooms. The Government will provide the Contractor a designated area, which can be secured, to store Contractor employee articles and the Contractor shall be responsible for the security of the area. Any facilities provided for the storage of Contractor employee personal articles remain Government property and are subject to Government inspection.

1.3.6. Eating and Drinking. The Contractor shall not permit Contractor personnel to eat or drink except in designated break room areas. Contractor employees shall clean up after themselves in break rooms and other areas shared with Government personnel.

1.3.7. Use of Tobacco (to include chewing tobacco and snuff). Contractor employees shall use tobacco products only in areas designated by the Store Director based on DOD policies/directives/guidelines.

1.3.8. Loitering. Off-duty Contractor employees shall not loiter in any working or patron area. Contractor employees shall arrive no earlier than 30 minutes prior to their shift and depart Commissary facilities, to include parking areas, within 30 minutes after completing work. The PM may remain to ensure all work has been completed in compliance with this contract.

1.3.9. Samples, Gratuities and Promotional Activity. Neither the Contractor nor Contractor employees shall accept samples or gratuities in connection with the operation of the commissary. Neither Contractor

employees nor members of their immediate families shall participate in drawings for prizes or gifts offered by sales representatives.

1.3.10. Use of Alcoholic Beverages/Drugs. The Contractor shall not permit Contractor employees to work under the influence of alcoholic beverages, illegal drugs, or illegal controlled substances. Contractor personnel are prohibited from using alcoholic beverages, illegal drugs, or illegal controlled substances while on duty.

1.3.11. Removal of Employees for Cause. The Contracting Officer will require, in writing, that the Contractor immediately bar any Contractor employee from performing further work under this contract for any of the following actions: Willful destruction or mishandling of Government, patron, or vendor property; loitering; use of tobacco products (to include cigarettes, chewing tobacco and snuff) in other than designated areas; unauthorized eating, grazing, or theft; acceptance of samples and gratuities; use of alcoholic beverages, illegal drugs or illegal use of controlled substances; execution of work in other than a skillful manner, displaying disruptive/unacceptable behavior (e.g., abusive, demeaning, foul or threatening language and fighting), and willful violations of safety standards by Contractor personnel. Removal of any employees for such cause shall not constitute a valid basis for nonperformance of contract services or a claim for additional compensation.

1.3.12. Criminal Investigations. The Contractor shall provide all available information to assist law enforcement authorities in any investigations.

1.3.13. Installation Access. The Contractor shall be responsible for obtaining installation access as required for all Contractor employees authorized to work at the site. Any Government-furnished identification shall be returned to the Government when the Contractor employee no longer works for the Contractor at this installation.

1.3.13.1. Denial of Installation Access. Contractor employees may be denied access to the military installation by the installation law enforcement officials if it is determined that such entry may be contrary to good order, discipline or the security of the installation. The installation may bar Contractor employees from entering the military installation under the provisions of Title 18, United States Code Section 1382.

1.3.13.2. Motor Vehicle Registration. Prior to commencing work Contractor employees shall register their vehicles in accordance with (IAW) the installation motor vehicle registration regulations.

1.3.14. Bomb Threats. The Government will post a copy of DeCA Bomb Threat Data Card, DeCAF 30-98, in a prominent position at each active telephone. The Contractor shall instruct Contractor personnel to use this form and immediately report to the PM if a bomb threat is received. If Contractor personnel receive a bomb threat for the commissary, the Contractor shall immediately call the installation law enforcement authorities, advise the Store Director or a department manager, and evacuate Contractor personnel from the threatened building(s) IAW the Emergency Evacuation Plan posted in commissary facilities.

1.3.15. Safety. The Contractor shall comply with all applicable OSHA, DoD, DeCA and installation safety regulations. The Contractor shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose of safety. The Contractor shall familiarize his/her employees with the Emergency Evacuation Plan posted in the commissary locations and with the operation of fire fighting equipment and locations of emergency exits. In the event of an emergency, Contractor personnel performing work during times that entrance/exit doors are locked

shall exit through "emergency" or "panic doors" as depicted in the Emergency Evacuation Plan. Contractor personnel performing work during times that entrance/exit doors are unlocked, shall leave the facility through the nearest available exit or emergency exit.

1.3.16. Accident Reporting. The Contractor shall report all accidents immediately to the QAE or on duty Government manager. The Contractor shall maintain an accurate record of, and will report to the Store Director on DeCA Form 30-69, all accidents resulting in death, traumatic injury, occupational illness or damage to any Government property incident to work performed under this contract. Such notification shall be as soon as practicable, but in no case later than the next business day following the accident.

1.3.17. Parking. The Contractor employees shall park only in areas designated by the Store Director.

1.3.18. Shopping Privileges. Contractor employees who are authorized to make purchases in commissaries shall show appropriate identification before purchasing commissary items and shall immediately remove the item(s) purchased from the Commissary through the main exit door.

1.3.18.1. Contractor employees with commissary privileges shall shop in the commissary only when they are off duty. As an exception, the employees with commissary privileges may purchase items for consumption during their lunch breaks. Items purchased during a lunch break shall be consumed in an authorized area.

1.3.18.2. The sales receipt shall be retained with the merchandise until the item is consumed or removed from the premises.

1.3.18.3. Contractor personnel with commissary privileges shall not purchase merchandise for consumption by other personnel or organizations not authorized to shop in the commissary.

1.4. QUALITY CONTROL/QUALITY ASSURANCE

1.4.1. Quality Control. The Contractor shall establish and forward to the Contracting Officer a complete quality control plan. The Contracting Officer will advise the Contractor of the required date for submission. The Contractor shall provide an updated copy of the quality control plan to the Contracting Officer as changes occur. At a minimum the plan shall include the following:

1.4.1.1. Inspection System. The Contractor shall establish an inspection system that covers all the services to be performed under this contract. The inspection system shall identify the areas and items to be inspected, methods of inspection, inspection frequency, and the name(s) and title(s) of the person(s) who shall perform the inspection.

1.4.1.2. Methods of Identifying Deficiencies. The Contractor shall establish methods for identifying (and preventing) deficiencies in the quality of services performed before the level of performance becomes unacceptable.

1.4.1.3. Documenting Inspections/Results. The Contractor shall establish checklists for documenting all inspections conducted along with corrective actions taken. This documentation shall be immediately available to Government representatives designated by the Contracting Officer at anytime during the term of the contract.

1.4.2. Quality Assurance. The Government will monitor the Contractor's performance under this contract using Quality Assurance Evaluator (QAE) inspections. QAEs will inspect for compliance with contract

terms. All surveillance observations will be recorded. Those that indicate defective performance shall be initialed by the PM. If the PM nonconcurs with the QAE's surveillance/ observations indicating defective performance, the PM shall submit a written response to the Contracting Officer or designated representative within two working days.

1.4.3. Performance Evaluation Meetings. The Contractor's PM shall meet with the Contracting Officer or Store Director weekly during the first month of the contract. Thereafter, they shall meet as deemed necessary by either party. When a meeting is held, the Government will prepare a memorandum for record of the discussions, send the original to the Contracting Officer and furnish a copy to the PM.

1.5. PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all property while in the Contractor's possession. A Government representative will designate entrances and exits for Contractor personnel to use in the commissary. At the close of each work period, the Contractor shall secure all Government facilities, equipment, and materials provided for Contractor use.

1.6. PERFORMANCE CONTINGENCY PLAN. The Contractor shall provide to the Contracting Officer a Performance Contingency Plan. The Contracting Officer will advise the Contractor of the required date for submission. At a minimum this plan shall indicate:

1.6.1. How the Contractor shall notify the Store Director of a possible disruption of contract performance.

1.6.2. How the Contractor shall perform all work under this contract with minimum disruption of services to Commissary patrons.

1.6.3. How the Contractor shall use supervisory and other personnel presently employed by the Contractor to minimize the impact of the possible disruption of contract performance.

1.6.4. Other sources of reliable personnel in case of a possible disruption of contract performance.

1.7. CUSTODIAL WORK SCHEDULE. The Contractor shall provide a schedule of planned performance of custodial work to the Store Director for approval. The schedule shall include the day, week, or month the Contractor shall perform each required task. The Store Director will advise the Contractor of the required date for submission. The Contractor shall notify the Store Director, in writing, of proposed changes to the schedule at least 10 calendar days prior to the effective date of such changes.

1.8. CONSERVATION OF UTILITIES. The Contractor shall instruct employees in utilities conservation practices and shall operate under conditions that preclude the waste of utilities.

1.9. GOVERNMENT PERFORMANCE OF WORK. The Government reserves the right to perform any work covered by this contract when required to provide patron support. Such actions do not constitute a breach of contract by the Government. The Contractor will not be paid for services performed by the Government.

1.10. GOVERNMENT OBSERVATIONS. In addition to Contracting Officers and QAEs, other Government personnel may from time to time observe Contractor performance/operations; however, these personnel will not interfere with Contractor performance.

SECTION C-2

GOVERNMENT-FURNISHED FACILITIES, SERVICES, EQUIPMENT AND SUPPLIES

2.1. GENERAL. The Government will provide facilities, services, equipment, and supplies as follows:

2.2. FACILITIES

2.2.1. Commissary Facilities. The Government will furnish and/or make available the commissary facilities identified in 1.1.1, for performance of work under this contract. These facilities have been inspected for compliance with OSHA. No hazards have been identified for which workarounds have been established. The Government will correct (if necessary) hazardous conditions in accordance with Government developed and approved plans of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists, or that workaround procedures will not be necessary or that the facilities as furnished will be adequate to meet the responsibilities of the Contractor. The Contractor is responsible for ensuring Contractor employees comply with the requirements of OSHA. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such responsibilities with the exception of the aforementioned responsibility to make corrections IAW approved plans of abatement. The Government will furnish the following facility-related services:

2.2.1.1. Building Maintenance. The Contractor shall notify the Government in writing when repairs or maintenance to Commissary facilities, including installed equipment such as shelving, display fixtures, and balers/compactors, are required. The Contractor shall not alter Commissary facilities without specific prior written approval from the Contracting Officer. At the end of the contract performance, the facilities used in the performance of the required services shall be in the same condition as when Contractor performance began, fair wear and tear and approved modifications excepted.

2.2.1.2. Utilities. The Government will provide the utilities necessary to perform all operations required by this contract.

2.2.1.3. Insect, Pest, and Rodent Control. The Contractor shall notify the Government when insect, pest, or rodent activity is discovered.

2.2.1.4. Bulk Refuse Pickup/Disposal. The Government will provide bulk refuse disposal.

2.2.1.5. Telephone. The Government will provide access to local telephone service (installation and surrounding community). The local service is limited to use for official business only (Government business and emergencies). Subject to availability and installation approval, the Contractor may, at his/her expense, have a telephone installed for non-local calls.

2.2.1.6. Emergency Protection. The Store Director will provide local telephone numbers for police, fire, and medical services.

2.3. GOVERNMENT-FURNISHED EQUIPMENT AND SUPPLIES

2.3.1. Equipment

2.3.1.1. Government-Furnished Equipment (GFE). The Government will provide equipment listed at EXHIBIT 2-2, for performance of services required under this contract. The Government will ensure all equipment is in good working order before the Contractor assumes responsibility. The Contractor shall sign a hand receipt for all GFE that the Government provides for the exclusive use of the Contractor. The Government and the Contractor shall take a joint inventory of this equipment upon commencing the basic contract period and any subsequent contract periods that may be established by the Government through exercise of its option to extend the contract term. A joint inventory shall also be conducted at the end of the contract period.

2.3.1.2. New/Additional/Replacement Equipment. The Contractor is expected to meet contract requirements with existing equipment. The Government may furnish replacements with existing equipment or add other new equipment to improve commissary service methods or output. The Government will provide orientation training on new commissary equipment that the contractor will use. The Contractor shall notify the Government when equipment is in need of replacement.

2.3.2. Trash Receptacles and Covers

2.3.3. Baler (shared).

2.3.4. Metal/Plastic Bands for Cardboard Bales

2.3.5. Securable Desk, Chair, and Supply Cabinet to Store Equipment/Supplies

2.3.6. Employee Lockers

2.3.7. Identification Badges. The Contractor shall request employee identification badges from the Store Director during the first tour of duty under this contract.

EXHIBIT 2-1

GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

Commissary Facilities

Work under this contract shall be performed in the facilities identified in 1.1.1. Areas described below are shown on the facility layout that is at EXHIBIT 4-7.

- A. The Government will provide the Contractor with a desk, a chair, and a storage cabinet for office supplies, etc., and with space to situate this equipment. If this equipment is located in an area to which the Contractor can control access, then the desk and storage cabinet need not be lockable. If this equipment is located in an area to which the Contractor cannot control access, then the desk and storage cabinet will be lockable.
- B. The Government will provide 170 square feet in which the Contractor shall store equipment and operating supplies needed to perform work under this contract. This area will be securable, but the Contractor shall be responsible for maintaining the security of the area, e.g., keeping doors locked, providing locks and keeping them locked, etc.
- C. The Government will identify various “designated areas” described elsewhere in the contract.
- D. The Government will permit Contractor personnel to use restrooms, break rooms, and water fountains. During and after using these areas Contractor personnel shall clean up after themselves as necessary.

EXHIBIT 2-2

GOVERNMENT-FURNISHED EQUIPMENT (GFE)

The Government will provide the ~~shared~~ equipment listed below to the Contractor for use when performing work under this contract. As indicated in the listing, some of this GFE is provided for Contractor use on a shared basis with the Government and some is for the exclusive use of the Contractor.

A. GFE PROVIDED FOR CONTRACTOR USE ON SHARED BASIS WITH THE GOVERNMENT:

<u>ITEM/MODEL</u>	<u>QUANTITY</u>
Baler	1
Forklift, Yale, Electric, 4-wheel	1
Battery Chargers	6
Pallet Jacks, Electric	2

B. GFE PROVIDED FOR EXCLUSIVE USE BY THE CONTRACTOR:

<u>ITEM/MODEL</u>	<u>SERIAL NUMBER</u>	<u>QUANTITY</u>	<u>CONDITION CODE</u>
Forklift, Clark, Electric, 3-wheel	TM2470402	1	4
Pallet Jacks, Manual	88806, 102797,	5	4
	88804, 102800, 102821		
Stocking Carts, Large		16	5

EXHIBIT 2-3

EQUIPMENT CONDITION CODES

The following data is provided to define the equipment "condition" element codes for equipment provided to the Contractor for performance of services outlined by this contract.

--Code 1, Unused-good. Unused property that is usable without repairs and identical or interchangeable with new items from normal supply sources.

--Code 2, Unused-fair. Unused property that is usable without repairs, but is deteriorated or damaged to the extent that utility is somewhat impaired.

--Code 3, Unused-poor. Unused property that is usable without repairs, but is considerably deteriorated or damaged. Enough utility remains to classify the property better than salvage.

--Code 4, Used-good. Used property that is usable without repairs and most of its useful life remains.

--Code 5, Used-fair. Used property that is usable without repairs, but is somewhat worn or deteriorated and may soon require repairs.

--Code 6, Used-poor. Used property that may be used without repairs, but is considerably worn or deteriorated to the degree that remaining utility is limited or major repairs will soon be required.

--Code 7, Repairs required-good. Required repairs are minor and should not exceed 15 percent of original acquisition cost.

--Code 8, Repairs required-fair. Required repairs are considerable and are estimated to range from 16 to 40 percent of original acquisition cost.

SECTION C-3

CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES

3.1. GENERAL. Except for those items or supplies specifically stated as Government-furnished in SECTION C-2, the Contractor shall furnish everything required to perform the work described in this contract.

3.2. EQUIPMENT

3.2.1. Contractor-Furnished Equipment. Except for items shown at EXHIBIT 2-2, the Contractor shall furnish all equipment required for use under this contract.

3.2.1.1. The Contractor may, but is not required to, use propane fueled floor care equipment on the commissary sales floor to perform custodial functions. If the Contractor chooses to use propane fueled floor care equipment, the Contractor shall meet all standards described in EXHIBIT 3-1. Other than propane fueled floor care equipment; no other gas-powered equipment is authorized for use in the commissary unless specifically approved in writing by the installation fire department and the bioenvironmental/industrial hygiene office.

3.2.2. Compliance with Equipment Standards. All Contractor-furnished equipment shall comply with all applicable OSHA, DeCA, and other nationally recognized consensus standards. The Government reserves the right to require the Contractor to remove from the Commissary premises any Contractor-owned property that does not meet such standards, that is not being used for its intended purpose; or that the Government determines may cause damage or destruction to commissary facilities or property.

3.2.3. Loss or Damage to Contractor Property. The Government will provide a securable area for the Contractor to store Contractor equipment/supplies. The security of the equipment/supplies is the responsibility of the Contractor. The Government will not be responsible in any way for loss or damage occasioned by fire, theft, accident, or otherwise to the Contractor's materials, supplies or equipment stored on Government property, unless the Contracting Officer determines that the loss or damage is due to gross negligence on the part of the Government. Any damage to the Contractor's property/equipment caused as a result of Government operations will be recorded on DeCAF 30-69, Accident Report, by either the QAE or Store Director and forwarded to the DeCA Activity safety representative.

3.3. OPERATING SUPPLIES. The Contractor shall furnish all operating supplies necessary to meet the requirements of this contract.

3.3.1. Compliance with Standards. The Contractor shall use only cleaning/sanitizing/degreasing agents which have been approved for specific use on food contact surfaces by the United States Department of Agriculture (USDA) or the Food and Drug Administration (FDA) in accordance with 21 CFR 178.1010, Sanitizing Solutions. These products must be used in accordance with Environmental Protection Agency (EPA) approved manufacturers' label use instructions and only for the specific purpose for which they have been approved. The Contractor shall use sanitizer test kits to determine that sanitizers meet the required strengths. The Contractor shall keep Material Safety Data Sheets (MSDSs) for all hazardous chemicals used under the contract on the premises and readily accessible for review by Contractor and Government personnel as required by Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1910.1200, Hazard Communication.

3.3.1.1. In fulfilling any supply requirements under this contract that call for plastic bags, the contractor

shall procure/use ONLY CLEAR PLASTIC BAGS.

3.3.2. Reserved.

EXHIBIT 3-1

PROPANE (LPG) FUELED EQUIPMENT REQUIREMENTS

The Contractor shall:

A. Provide equipment which:

1. Has components listed by a recognized testing laboratory (e.g., Underwriters Laboratory (UL), Compressed Gas Association (CGA)). (Recommend equipment, which, as a complete unit has received certification (listed) from a recognized testing laboratory, e.g., UL, due to the higher safety factor.)

2. Has an LPG fuel cylinder that is Department of Transportation (DOT) approved (aluminum is recommended due to the requirement for outdoor storage) for use on floor maintenance equipment. LPG cylinders must be equipped with a disconnect fixture to allow removal for outside storage when not in use.

3. Has engine exhaust gas emissions at or below the State of California's, California Air Resource Board (CARB)/Environmental Protection Agency (EPA) criteria.

4. Will not generate noise levels at the operator position, that exceeds the current DoD index level for action, of 8-hour time-weighted noise level of 85 A-weighted decibels (dBA).

B. Provide facilities (typically a lockable cage) to store fuel cylinders in a location exterior to the commissary building. A commissary official (typically the Store Director) will determine the actual storage site. The Contractor shall not maintain more than two fuel cylinders per machine at the commissary or adjacent storage areas. The Contractor shall not refuel any fuel cylinder in the commissary building and will not refuel any cylinder to beyond 80 percent of its rated capacity. Contractor shall remove fuel cylinders from equipment and secure them, in designated storage facilities, at the end of the floor cleaning/care process (typically, will be daily). All fuel handling and storage requirements are subject to the local jurisdiction's (Safety/Fire Protection) approval.

C. Ensure personnel are designated to handle and/or operate equipment. Designated personnel shall be trained or certified to operate/handle equipment in accordance with manufacturer specifications or recommendations (concerning safe storage, handling and operation of equipment, fuel, and maintenance/repair). Upon the request of the Contracting Officer, the Contractor shall provide verification/evidence of such training/certification. Records shall be maintained as required by National Fire Protection Association (NFPA) National Fire Code (NFC) No. 58.

D. Maintain, repair, and/or perform preventive maintenance as specified by the equipment manufacturer. Upon the request of the Contracting Officer, the Contractor shall provide verification/evidence of such actions. All maintenance, other than that defined as operator maintenance, shall be performed off-site, i.e., not at the commissary facility.

E. Provide to trained operators, a device and/or devices, that will "at a glance" indicate the presence of carbon monoxide (CO) before CO reaches the "action" atmospheric levels established by OSHA. Devices shall be kept current and changed out before expiration dates.

F. Meet all requirements within the current edition of:

1. 29 Code of Federal Regulations (CFR) Parts 1900 to 1910 (OSHA General Industry Standards).

2. NFPA NFCs. (Primarily NFPA NFC No. 58, Liquefied Petroleum Gas Code).

SECTION C-4

SPECIFIC TASKS

4.1. GENERAL. The Contractor shall perform all tasks described in this section.

4.2. CONTROLS AND RESTRICTIONS. The following controls and restrictions generally apply to the tasks described below.

4.2.1. Disposition of Damaged Items. The Contractor shall immediately notify the Government of damaged merchandise and make disposition of damaged items discovered during any operations under this contract as described here. Damaged items include: glass, plastic jars or bottles that are cracked, chipped, crushed, or broken; bags or boxes that are cut, crushed, or broken; cans that are rusted or that have swollen or popped lids, dents on seams, or that are dented to the point the can is creased; any item with an illegible, partial, or badly torn label, or without a label; and any item that shows signs of insect or rodent infestation. The Contractor shall separate damaged food items from damaged non-food items and move all damaged items to the damage control area designated by the Government. For this purpose, paper and plastic products such as cups, plates, eating utensils and pet food are considered to be food items. The Contractor shall handle damaged items with care to avoid additional damage to these items. Whenever possible, the Contractor shall mark unlabeled containers to identify contents. The Contractor shall advise the Store Director whenever infested merchandise is discovered. If, during stocking operations, Contractor employees open a case that contains damaged and undamaged units, Contractor employees shall separate out the undamaged units, clean these units if necessary, and stock the undamaged units.

4.2.2. Damage Caused by Contractor. The Contractor shall exercise care to prevent damage to Commissary merchandise when performing any services under this contract. Upon a written determination by the Contracting Officer that Contractor-caused damage to commissary merchandise (including merchandise with expired code dates) is excessive, the Contractor shall reimburse the Government for Contractor-damaged merchandise IAW the table contained in 6.1., TECHNICAL EXHIBIT 1.

4.2.3. Equipment Restrictions. The Contractor shall not use equipment with steel wheels on commissary sales floor areas. The Contractor may use manual pallet jacks and stocking carts with hard rubber or pneumatic wheels that do not mar floors in the sales area. Forklift and pallet jack arms shall be lifted high enough off the floor during operation to prevent scrapes or floor damage.

4.3. SHELF STOCKING

4.3.1. Estimated Shelf Stocking Workload and Line Items.

Cases per month stocked to shelf (Night Stocking)	47,000
Cases per month stocked to shelf (Day Stocking)	6,000
Cases per month stocked to Displays (From <u>4.3.3.7.</u>)	1,200
Total Cases per month stocked to shelf and displays:	54,200
Total Contractor responsible line items (Night Stocking):	6,000

4.3.1.1. Day and Night Stocking Hours of Operation. The Contractor shall perform day and night stocking operations during the times shown in 1.2.1.

4.3.2. Stocking Exclusions. The Contractor shall stock all items of Commissary merchandise except the following categories:

4.3.2.1. Meat department.

4.3.2.2. Produce department.

4.3.2.3. Refrigerated Fluid Milk, Fresh Dairy Products, and Eggs.

4.3.2.4. Tobacco and smoking-cessation products.

4.3.2.5. Contracted Service operations, such as Bakery, Deli, Seafood Markets, Pizza Carts, and Frozen Yogurt.

4.3.2.6. Items Authorized for Vendor stocking as shown on EXHIBIT 4-1. (**Included for day stocking IAW 4.3.3.15.2**).

4.3.3. Shelf Stocking Procedures. Unless otherwise indicated, the following procedures apply to all shelf-stocking operations. Procedures that apply only to day stocking are described, respectively in 4.3.3.15.

4.3.3.1. Cleaning and Dusting. The Contractor shall clean and dust merchandise and *exposed* shelf areas, as necessary, in all areas for which the Contractor is responsible for stocking to preclude dust or dirt build-up on shelves, shelving components and merchandise. Shelving areas and components include the entire upper surface of all shelves, sides, backs, brackets, moldings on all shelves, and undersides of all shelves, except the undersides of bottom shelves. Cleaning and dusting of shelves shall include removing tape, adhesive backing, plastic “ties,” coupon holders, and other such materials from shelf surfaces, to include shelf molding. If dump bins are utilized to hold stock, the Contractor shall remove the dump bins and clean the shelving underneath. The Contractor shall clean up any breakage or spills on shelves or merchandise as soon as possible after each such occurrence. If the Contractor finds signs of rodent infestation, the Contractor shall notify the Store Director and shall clean and sanitize the contaminated areas as soon as possible using cleaning/sanitizing agents authorized in USDA Publication 1419.

4.3.3.2. Methods of Stocking. See EXHIBIT 4-2 for illustration of shelves stocked IAW procedures described below:

4.3.3.2.1. Shelf Locations and Item Allocations. The Contractor shall stock all cases available for stocking in the proper shelf locations and within item allocations. The Contractor shall stock all items to the nearest full case and shall open a case only if the entire contents of the case can be stocked in an item allocation, except as authorized in 4.3.3.2.1.1 for stocking half cases. The Government will designate shelf locations and item allocations with labels and will post new or updated labels as required. The Contractor shall inform the Store Director when a shelf label is missing or illegible; when no shelf space has been allocated for a line item; or when changes to shelf allocations are required to accommodate new products or as the result of increased/decreased sales. The Contractor shall not reduce or exceed the allocated space identified for each line item unless authorized by the Store Director. Periodically, the Store Director may advise the Contractor of changes in item allocations or locations.

4.3.3.2.1.1. Half Cases/Half Cases Remaining. The Contractor shall stock items to the nearest full case, except for those items that the Store Director has specifically identified to be stocked in half cases because the shelf allocation for these items, even when completely empty, will not hold a full case. Stocking to the nearest half case means that a Contractor shall stock a half case only if the Contractor can

stock the entire half case; e.g., 12 of 24, 24 of 48, etc., in the shelf space available. The Government will record a case stocked each time the Contractor stocks the first half of these cases, but will not record any stocking effort when the Contractor stocks the remaining half of these cases.

Estimated # of half cases stocked per month	300
--	------------

4.3.3.2.1.2. Overwrite cases. Overwrite cases are defined as cases that the Government has ordered from FDS distributors for replenishment stocking, and that the Contractor has moved to the sales floor to stock; but which the Contractor cannot stock in shelf space available in item allocations.

4.3.3.2.1.3. Cases Not Stocked. Cases not stocked are defined as cases available that the Contractor could have stocked in shelf space available in item allocations; but which the Contractor did not stock.

4.3.3.2.1.4. Counting Cases. The QAE and the Contractor shall mutually agree upon procedures under which the Government will count overwrite cases and cases-not-stocked. During each night stocking shift, and as stocking occurs during day operations, the Government and Contractor shall agree upon, and the Government will record in writing, the number of overwrite cases, cases-not-stocked, and cases stocked (including half cases as described in 4.3.3.2.1.1.). The Government will not count half cases remaining as overwrite cases or as cases-not-stocked. Regarding overwrite cases, also see 4.3.3.8. The QAE shall forward these counts to the Contracting Officer as part of monthly surveillance documentation.

4.3.3.2.1.5. Disposition of Half Cases Remaining, Overwrite Cases, and Cases-Not-Stocked. The Contractor shall place half cases remaining and overwrite cases in an "overwrite area" designated by the Store Director. The Contractor shall organize these cases by sales floor aisle/section on carts or pallets, as determined by the Store Director. The Contractor shall straighten merchandise in this area as necessary to maintain a neat appearance, to preclude safety hazards, and to facilitate Government preparation of shelf stock replenishment orders from FDS distributors. The Contractor shall identify and select for stocking, items from the overwrite area during day and night stocking operations, as necessary to replenish stock levels on the sales floor. The Contractor shall place cases-not-stocked in a separate area designated by the Store Director and shall stock these cases as soon as possible during the next day's stocking operations.

4.3.3.2.2. Placement of Merchandise Within Item Allocation. The Contractor shall place stock in item allocations so that, upon completion of stocking, the bottom layer of stock is aligned along the front edge of the shelf so that the item allocation is filled from the left edge of the item shelf label to the left edge of the shelf label located to the immediate right of the item being stocked, and, except as described in 4.3.3.2.2.1., shall have the bottom layer of stock filled from the front to the back of the item allocation. Second and higher layers shall be filled, from left to right and back to front, only when the next lower level is completely full.

4.3.3.2.2.1. When units available are not sufficient to fill the bottom layer of an item allocation, the arrangement of a properly stocked item allocation shall be as described in 4.3.3.2.2.; except that: a. Units of "single-layer" items, such as ketchup, liquid salad dressing, liquid bleach, etc., shall be arranged two deep from front edge of the shelf, with all remaining units placed as far as possible toward the back of the item allocation; or, b. All units of "multi-layer" items shall be placed as far as possible toward the front of the item allocation.

4.3.3.2.3. Unit Placement. Except as noted in 4.3.3.2.3.1., the Contractor shall place units upright, directly on top of units in lower layers, and with each unit label turned to face towards the front edge of the shelf.

4.3.3.2.3.1. The Store Director will advise the Contractor if the Contractor shall be required to place some or all boxed/soft-packaged items, (e.g., cereal, dog biscuits, diapers, etc.), with the bottom layer upright and other layers laid flat or upright. The Contractor shall not place cans or jars on their sides.

4.3.3.2.4. Arranging Stock in Item Locations. (**For night stocking only**) Prior to the completion of each night stocking shift, the Contractor shall arrange all Contractor-responsible line items IAW procedures described throughout 4.3.3.2.2. and 4.3.3.2.3., whether or not the Contractor stocked new merchandise in these item locations.

4.3.3.3. Merchandise Rotation. The Contractor shall rotate stock to achieve the following results. When the Contractor is responsible for stocking baby formula, the Contractor shall rotate Contractor stocked baby formula by the code date indicated on the product to ensure product is by date sequence. For example, products on the shelf with dates of June 1, 2009, June 16, 2009 and July 2, 2009, will be properly rotated only if all units marked June 1, 2009 are closest to the front of the shelf, all units marked June 16, 2009 are behind those marked June 1, 2009 and all units marked July 2, 2009 are behind those marked June 16, 2009. The Contractor shall rotate open coded food items by month/year code date marked on the products. For example, products on the shelf with dates of June 3, 2009, June 30, 2009, July 3, 2009, July 16, 2009 and August 4, 2009, will be properly rotated if all units marked June 2009 are in front of units with a July 2009 date and all units marked August 2009 are behind those marked July 2009. The Contractor shall rotate closed code items, items with no codes, and non-food items, as often as necessary to preclude loss to the Government through product deterioration or damage; and, when manufacturers change packaging, to place units with old packaging in front of units with new packaging. *NOTE: There may be some instances where the expiration date of some items on the shelves are a year or more out from the date of random sampling, i.e., random sample April 2008 and it is noted that items with expiration dates of April 2009 are in front of items with expiration dates of March 2009. This will not constitute an "Unsat" rating, unless these items are in front of items with current year expiration date.*

4.3.3.3.1. Expired Code Dates. The Contractor shall not stock items which have reached their expiration date. The Contractor shall remove items encoded with a month/day/year "expiration" date, "do not use after" date or "use before" date, from the shelf or display area prior to the start of the first commissary business day after the date specified. The Contractor shall remove items encoded with a month/year date from the shelf or display area prior to the start of the first commissary business day after the month specified. For example, a Contractor shall remove items encoded "use/sell before January 2009" prior to the start of the first commissary business day in January 2009. The Contractor shall remove items encoded "Use/sell by January 2009," or "Do not use/sell after January 2009," or "Expires January 2009," or "January 2009" prior to the start of the first commissary business day in February 2009. Upon removing expired items from sale, the Contractor shall place these items in an area designated by the Store Director, and notify the Store Director about the expired merchandise. The Government will count merchandise that has expired as a direct result of the Contractor's failure to rotate items properly as damage caused by the Contractor, described in 4.2.2.

4.3.3.4. Stocking Height. The Contractor shall stock merchandise on the top shelf in a manner that can be reached easily and safely by patrons. Merchandise shall not be stocked higher than a 6.5 foot reach from the floor to the top of the item on the top shelf.

4.3.3.5. Repair of Merchandise Labels. The Contractor shall repair, as required, all merchandise labels which are torn or loose on Contractor-responsible line items.

4.3.3.6. Not-In-Stock (NIS). An NIS item is a line item that is not available at the designated shelf location. If an item is NIS, the Contractor shall leave the item allocation empty and shall leave the shelf label for the NIS item in place.

4.3.3.7. Replenish Displays. The Contractor shall replenish stock on displays that are built with Contractor-stocked items. As advised by the Store Director, the Contractor shall stock Contractor responsible line items onto displays located on the ends of aisles, or elsewhere throughout the commissary. At the beginning of each display period, the Store Director will advise the Contractor of the display plan. The Government will allocate display space, will determine when and how displays will be built and dismantled, and will order all original and replenishment stock for displays. As necessary to maintain stock levels and appearance, the Contractor shall stock and straighten display merchandise during day and night stocking operations IAW shelf stocking standards or procedures specific to each display. The Contractor shall clean and dust, and rotate, display stock, as necessary to maintain the standards described for shelf stocking. This does not require the Contractor to build or dismantle displays, or repack and move remaining display merchandise from the sales floor to the RSHA.

Estimated # of cases stocked per month for replenishment of displays*	1,200
--	--------------

*Included in 4.3.1. Total cases stocked

4.3.3.7.1. Reserved

4.3.3.8. Amount of Overwrite Cases. The estimated percentage of overwrite cases per month is seven (7) percent of the total monthly cases available for stocking by the Contractor. In accordance with Schedule B of the contract, the Contractor shall be entitled to invoice the Government for the number of cases exceeding the estimated monthly overwrite percentage. Any case(s) that the Government specifically directs the Contractor to stock shall be included in the number of total cases available for stocking.

4.3.3.9. Mispicked Merchandise. Mispicked merchandise is defined as cases that were not ordered; but were shipped by a distributor or other supplier. If the Contractor identifies cases as mispicked, the Contractor shall notify the Government and place all mispicked items in an area designated by the Store Director. Cases identified as mispicked shall not be counted as overwrite cases. The estimated number of cases of mispicks per month is less than one (1) percent of cases ordered for replenishment stocking.

4.3.3.10. Returning Merchandise to Appropriate Locations. During each Contractor operating day, the Contractor shall return to locations described below all abandoned/misplaced items found throughout the commissary during the Contractor's day/night operations no later than the end of the Contractor's night operations. For example, all abandoned/misplaced items found during the 15th of the month day operations and during the overnight 15th-16th of the month night operations would have to be returned to appropriate locations no later than the end of the Contractor's night operations on the morning of the 16th of month. Contractor day personnel shall respond to requests to pick up refrigerated items left at the checkout point, or found during routine day custodial/stocking activities, and return these immediately to a designated area, other than the original stock location, unless otherwise directed by the Store Director. If the Store Director or their qualified representative determines that a product still in its desired state (frozen if freeze, chilled if chill) is "Fit for Intended Purposes," then the Contractor shall immediately return the designated refrigerated items to their original stock location. Contractor day personnel shall also periodically collect abandoned/misplaced non-refrigerated items at the checkout point and elsewhere; and, at the Contractor's option, shall return these items as they are found, or set aside for later handling. The Contractor shall return all non-refrigerated items to shelf locations and shall place any damaged merchandise in a designated damage control location.

4.3.3.11. Disposal of Cardboard. Cardboard is defined as cardboard and paper that is dry and unwaxed, and does not include plastic bands or wrap, metal bands or straps, or any other types of packaging materials. During day operations, the Contractor shall continually remove from throughout the commissary sales area all cardboard generated by sales activity and by Contractor stocking, and shall

place the cardboard in the baler. During night stocking operations, the Contractor shall breakdown and remove from the sales area all cardboard that is generated by Contractor stocking, and shall place the cardboard in the baler. The Contractor shall also dispose of all cardboard generated directly from Contractor RSHA operations. The Contractor is not responsible for collecting or placing in baler any cardboard generated by vendor stockers or by Commissary personnel. *The Contractor is not responsible for making bales during hours when they are not scheduled to work; however, Contractor shall ensure that all bales have been processed prior to the end of their shift. Government employees will process bales during hours when Contractor personnel are not scheduled to work.* Regardless of the source of the cardboard, the Contractor shall make a bale whenever the baler is full, tie off the bales, remove bales from baler, and either move the bales to a temporary holding location within the RSHA, or place all bales in a permanent storage location, or in or on a transport trailer, as designated by the Store Director. If a bale breaks during handling by the Contractor, the Contractor shall pick up contents of the bale and rebale it. The Contractor shall ensure that all Contractor employees who use the baler are trained in the safe operation of this equipment. In the event of a mechanical failure in the baler, the Contractor shall breakdown and stack cardboard in an area designated by the Store Director.

4.3.3.12. Disposal of Waste Materials. The Contractor shall remove waste materials other than the cardboard, e.g., tape, metal/plastic bands, or other debris/trash, from the Commissary sales area upon completion of night shift and during day operations, at a frequency sufficient to minimize objectionable odors and prevent attracting insects or rodents, and dispose of these waste materials by placing them in dumpsters/waste compactor identified by the Store Director. When making disposition of waste materials, Contractor personnel shall close lids or doors of dumpsters and other waste collection containers when these are not in immediate use by the Contractor.

4.3.3.13. Emergency Stocking Requirements. As requested by the Government, the Contractor shall respond to requests to unstock, remove, and transport or relocate products (to include vendor stocked items) in freezers, refrigerated display cases, or coolers that are required to be removed, repositioned or transported to another designated area and stocked because of equipment or power malfunction or failure. The Government and the Contractor shall jointly determine and mutually agree upon the case count at the time of the emergency. The QAE will submit the count of any such cases to the Contracting Officer as a separate sub-total in the QAE's month-end submission of cases stocked.

4.3.3.14. Replenishment Stocking from Commissary Stock on Hand. In coordination with the Store Director, the Contractor shall develop procedures by which stock on hand in the overwrite area or RSHA is identified for stocking in shelf locations as needed during day and night stocking operations.

4.3.3.14.1. Cases Stocked from Commissary Stock on Hand. The Store Director and Contractor shall mutually agree on procedures for the Government to certify the number of cases that the Contractor stocks from the overwrite area or any other area within the RSHA. During both day and night stocking operations, the Government will count these cases before the Contractor begins stocking. After the completion of stocking operations, the Government will count the number of cases remaining to determine the actual number of Contractor stocked cases. The Government will record and pay for "half cases" when the first half of the case is stocked, IAW 4.3.3.2.1.1.

4.3.3.14.2. Identifying Cases on Hand Needed for Replenishment Stocking. The Contractor shall identify and select for stocking any cases on hand needed for replenishment stocking during day and night stocking operations that are situated in any areas within the RSHA. The Government will certify the number of cases stocked IAW the procedures developed under 4.3.3.14.1.

4.3.3.15. Tasks Specific to Day Stocking. Procedures common to both day and night stocking are described in 4.3.3. through 4.3.3.14.2.

4.3.3.15.1. Assistance to Patrons. Contract stockers shall courteously refer patrons to commissary Government personnel for assistance and fill customer requests for case lot orders from the RSHA.

4.3.3.15.2. Replenishment Stocking and Stock Availability. The Contractor shall determine items and quantities of merchandise to be stocked during the Contractor's day stocking coverage to maintain stock availability of 95% during the Contractor's day stocking coverage for items identified for Contractor stocking in 4.3.1., contingent upon the Government having stock of these items available in sufficient quantity to enable the Contractor to maintain 95% stock availability. The stock availability percentage is computed as follows: total number of Contractor-responsible line items available for purchase at assigned shelf locations, adjusted for items that the Government has not made available in sufficient quantity, divided by the total number of Contractor-responsible line items shown in 4.3.1., times 100. Stock availability for any item is defined as having that item available for patron selection/purchase at the assigned sales floor shelf location. Items to be stocked may also be identified by Government personnel and relayed to Contractor personnel for stocking. The Contractor shall begin replenishment stocking within 30 minutes after notification. The Contractor shall determine stocking priorities, obtain merchandise from appropriate locations (overwrite area and other areas within the RSHA), and accomplish stocking actions as often as necessary to avoid out of stock situations. The Contractor shall ensure that empty shelf spaces are stocked first and that some units of all available line items (to include vendor-stocked items listed on EXHIBIT 4-1) are available at shelf locations throughout Contractor's day stocking coverage.

4.3.3.15.3. Day Stocking Operations. The Contractor shall comply with the Store Director's instructions concerning the types and quantities of stocking equipment to be used on the sales floor during Commissary operating hours. Additionally, the Contractor shall cut or break cases for day stocking only in Commissary receiving/storage or backup holding areas.

4.3.3.16. Reserved

4.3.3.17. Reserved

4.3.3.18. Reserved

4.4. RECEIVING/STORAGE/HOLDING AREA (RSHA) OPERATIONS

4.4.1. General. The Contractor shall operate the commissary RSHA during the times identified in 1.2.1. During these periods of RSHA operations, the Contractor shall handle deliveries of all items except "direct delivery" items that vendors offload. Also excluded are fresh and smoked meats, fresh fruits and vegetables, refrigerated fluid milk and associated dairy products, and eggs that are not delivered as a part of FDS shipments.

4.4.2. RSHA Operations. The Contractor shall handle deliveries IAW the following procedures:

4.4.2.1. Medical Food Inspection. All incoming commissary food shipments are subject to medical food inspection. Commissary personnel will coordinate delivery activity with food inspectors. The Contractor shall not open delivery containers nor begin to offload merchandise delivered to the commissary until notification is received from commissary personnel that a delivery is available for offloading.

4.4.2.2. Offload Trucks. Offloading is a process in which merchandise is removed from the vehicle of transport by pallet loads using a forklift or other MHE, and then placed in a designated receiving area. Prior to offloading a truck using a forklift or other powered MHE, the Contractor shall insure that the truck being offloaded is secured by a vehicle restraint system or Government-provided wheel chocks. A Contractor shall offload deliveries in the sequence that deliveries arrive, i.e., first come, first offloaded. A

Contractor shall begin to offload each delivery no later than five (5) minutes after having received notification from the Government that a delivery is available for offloading, and shall offload merchandise that arrives already palletized at a productivity rate of at least 30 pallets per hour for all pallets offloaded.

Estimated number of cases per month to OFFLOAD:	
Semi-perishable cases, (a)	89,200
Perishable (chill & frozen) cases, (b)	24,200
Tobacco products, (c)	100
Operating supplies cases, (d)	2,000
TOTAL CASES TO OFFLOAD (a+b+c+d):	115,500

4.4.2.3. Prepare Merchandise for Government Receipt (PrepGovtRcpt). Preparing merchandise for Government receipt involves rearranging or shifting cases only to the extent necessary to allow Government receivers to accurately count cases received. Unless advised otherwise by the Government, the Contractor shall prepare all cases offloaded for Government receipt.

Estimated number of cases per month to PREPARE FOR GOVERNMENT RECEIPT:	
Semi-perishable cases, (a)	89,200
Perishable (chill & frozen) cases, (b)	24,200
Tobacco products, (c)	100
Operating supplies cases, (d)	2,000
TOTAL CASES TO PREPARE FOR GOVERNMENT RECEIPT: (a+b+c+d):	115,500

4.4.2.4. Transport Merchandise. Transporting merchandise involves moving pallets or cartloads of perishable merchandise (a perishable item is one that normally requires controlled temperature or humidity in transportation and storage), tobacco products and operating supplies from the receiving area to holding areas, and placing the pallets/cartloads of merchandise in those holding areas. Within 15 minutes of completion of Government receiving of perishable merchandise, the Contractor shall transport perishable items into an appropriate refrigerated storage area for further disposition by commissary personnel or vendor stockers. Within 30 minutes of completion of Government receiving, the Contractor shall transport pallets/cartloads of tobacco products and operating supplies to holding areas designated by the Store Director. The Contractor shall make no further disposition of tobacco products; but shall store operating supplies, if this contract contains that storing requirement. The Contractor shall transport pallets/cartloads of merchandise at a productivity rate of at least 20 pallets per hour for all pallets/carts transported.

Estimated number of cases per month to TRANSPORT:	
Perishable (chill & frozen) cases, (a)	24,200
Tobacco products, (b)	100
Operating supplies cases, (c)	2,000
TOTAL CASES TO TRANSPORT (a+b+c):	26,300

4.4.2.5. Segregate Merchandise. Segregate means separating semi-perishable cases (a semi-perishable item is one that does not normally require controlled temperatures or humidity in transportation and storage) by Contractor-stocked cases, vendor-stocked cases, cases for displays and new items as identified

by the Government. Following Government receipt of merchandise, the Contractor shall move all semi-perishable cases delivered from FDS and non-FDS suppliers from the receiving area to the area designated for segregating merchandise (if the "segregating" area is different than the receiving area), and shall segregate all semi-perishable cases as described above. The Contractor shall neatly stack new items, vendor-stocked cases and display cases on pallets or carts as indicated by the Store Director and place the pallets or carts containing new items, vendor-stocked cases and display cases in holding areas designated by the Store Director. At Contractor's option, the Contractor may sort Contractor-stocked cases by aisle/commodity. The Contractor is not required to sort vendor-stocked or display cases.

Estimated number of cases per month to SEGREGATE	89,200
---	---------------

4.4.2.5.1. Reserved

4.4.2.6. Reserved

4.4.2.7. Store Merchandise. Storing means placing full cases in locations that have been specifically assigned by line item, until such time as the cases are needed for replenishment stocking. The Contractor shall store only those cases of operating supply items, residual stock from displays and semi-perishable items identified by the Store Director. In the case of semi-perishables, these cases generally consist of fast moving items for which the commissary carries a "safety stock." These items may include contractor-stocked and non-contractor-stocked merchandise. The Store Director will provide a storage location plan to the Contractor. The Contractor shall manage the storage location plan, submitting proposed changes to be approved by the Store Director. The Contractor shall store all of the cases that have been specifically assigned locations by line item, within 8 hours after completion of Government receipt of the cases. The disposition of overwrite cases, as described in 4.3.3.2.1.5., is not part of this "Store Merchandise" workload.

Estimated number of line items and cases per month to STORE:		
	Line Items	Cases
Semi-perishables, (a)	200	600
Operating Supplies, (b)	20	900
Total to STORE (a+b):	220	1,500

4.4.2.8. Pull Merchandise. Pulling means using a manually or electronically generated pull sheet, or other means, to identify cases of merchandise that were stored by line item location, then pulling cases available, and moving those cases selected either to a holding area to await stocking, directly to the sales area for replenishment stocking, or to fill patron "special order" requirements. The Contractor shall pull the cases of operating supply items and semi-perishable items that have been stored by line item location in accordance with 4.4.2.7., as necessary for replenishment stocking, or as required by the Store Director. Identifying and selecting overwrite cases for replenishment stocking, as described in 4.3.3.2.1.5., is not part of this "Pull Merchandise" workload.

Estimated number of line items and cases per month to PULL:		
	Line Items	Cases
Semi-perishables, (a)	200	500
Operating Supplies, (b)	20	900
Total to PULL (a+b):	220	1,400

4.4.2.9. Reserved

4.4.2.10. Reserved

4.4.2.11. Pallets. The Contractor shall place excess serviceable pallets in stacks no more than 20 pallets high, in an area designated by the Store Director. A serviceable pallet is a pallet that is sturdy, capable of supporting its load, and free of missing or broken slats or exposed nails. The Contractor shall load exchange pallets onto distributors' trucks. Unserviceable pallets shall be turned over to the Government for disposition.

4.4.2.12. Stock Rotation. The Contractor shall handle, rotate, select and issue cases of Contractor-stocked items in the RSHA to achieve the rotation results in shelf stocking operations described in 4.3.3.3.-4.3.3.3.1.

4.4.2.12.1. The Contractor shall identify to the Government any cases that the Contractor might find while processing distributor loads that are within a week of expiration, or that have reached or exceeded the expiration date.

4.4.2.13. Hazardous Food Recalls. Recalls of hazardous foods may be issued by the US Food and Drug Administration (FDA), US Department of Agriculture (USDA), or other Government agencies. When the Store Director notifies the Contractor of a food recall, the Contractor shall assist in the following actions:

a. Immediately act to identify stocks of hazardous foods that may be on the shelf and in the RSHA, segregate those present, conspicuously mark, and secure the items in a "Medical Hold" (area designated by the Store Director) status to preclude their further issue, sale, or use. Authorized medical food inspection personnel shall assist in the identification of stocks.

b. Immediately verbally notify the Store Director of the amount of hazardous foods on the shelf and in the RSHA.

c. Retain hazardous foods in a "Medical Hold" status until the Government issues final disposition instructions.

4.4.3. Equipment Maintenance and Repair. The Contractor shall provide all labor, repair parts and supplies necessary to maintain and repair all Government-furnished equipment (GFE) listed in EXHIBIT 2-2, except equipment provided on a shared basis, to perform the services covered by this contract. As used here maintenance means both operator and preventive/scheduled maintenance.

4.4.3.1. Repair of Equipment at Off-Site Locations. If work must be performed on equipment at a location other than the Commissary, the Contractor assumes the risk of and shall be responsible for any loss of or damage to Government property while in his possession. The Contractor shall obtain written approval from the Store Director before removing Government equipment from the installation. If the equipment is lost or damaged, the Contractor shall notify the Contracting Officer immediately and furnish a statement as to time and origin of the loss, and the extent of damage to the equipment. The Contractor is responsible for the transportation of equipment to and from the Contractor's plant.

4.4.3.2. Equipment Service Log. The Contractor shall establish a "Service Log" for each piece of equipment and shall document all maintenance inspections, service, and repairs in the appropriate service log. Documentation shall include at a minimum: the date/time of service, type and model number and serial number of equipment, time (labor hours) spent to repair the equipment, description of maintenance or repair performed, and parts (if any) installed. The Contractor shall keep equipment service logs in a location where they can be made available for government review at any time. The Contractor shall turn the equipment service logs over to the Government at the end of the contract period.

4.4.3.3. Equipment Maintenance. The Contractor shall furnish and install at no additional cost to the Government, all materials required to perform maintenance in accordance with the manufacturer's specifications shown in the original equipment manufacturer's (OEM) manual or equivalent maintenance manual. These materials include but are not limited to, oil, grease for bearing lubrication, etc.

4.4.3.3.1. Maintenance Schedule. The Contractor shall provide a maintenance schedule for each piece of GFE to the Store Director no later than 2 calendar weeks after assuming possession of the GFE. This schedule shall show the types, duration, and frequencies of maintenance (including operator maintenance) that the Contractor proposes to perform, and shall be based on those prescribed in the OEM or equivalent maintenance manual. (See EXHIBIT 4-4 for a sample equipment maintenance inspection checklist that generally shows areas of operator/preventive maintenance.)

4.4.3.4. Equipment Repair. The Contractor shall repair/replace parts, assemblies, sub-assemblies, and components to maintain all government-furnished equipment in the condition necessary to meet applicable safety standards and to accomplish all work covered by this contract.

4.4.3.4.1. Repair Parts. The Contractor shall furnish all repair parts. Only new commercially available parts or parts equal in performance to new parts shall be used in making equipment repairs. The Contractor shall coordinate with the Store Director prior to purchasing a repair part or repair parts with a total estimated value of more than \$100.00.

4.4.3.4.2. Reimbursement for Repair Parts. The Government will reimburse the Contractor for the actual cost of repair parts and for the cost of parts installation at the hourly rate shown in Section B of the contract. As documentation to support reimbursement, the Contractor shall provide to the Store Director a copy of the parts purchased receipt, and the original service ticket, signed by the service technician, that includes the information described in 4.4.3.2. The Store Director or designee will sign each service ticket and forward the signed service ticket and the parts purchased receipt to the QAE. The QAE will retain the originals of these service tickets and a copy of parts purchased receipts, and will submit copies of both documents to the Contracting Officer together with the monthly DD 250 Receiving Report.

4.5. FORMAL INVENTORIES

4.5.1. General. The Store Director will notify the Contractor at least two (2) calendar weeks in advance of inventories. Inventories are normally scheduled annually and take approximately three (3) days to complete. Inventories may be conducted at night, on holidays, and/or weekends. The notification will include an alternate work schedule and procedures for accomplishing all work under this contract, prior to, during, and after the inventory period. The Contractor shall comply with alternate work schedules and procedures during the inventory period. Upon completion of the inventory, the Store Director will notify the Contractor to resume the regular work schedule for performing all work under this contract.

4.5.1.1. Prepare for Inventories. The Contractor shall be responsible for aligning and leveling all line items /merchandise in the sales area, overwrite area, and Receiving/Storage/Holding area prior to the inventory start date.

4.5.1.2. Assist with Inventories. Contractor personnel shall be available in the RSHA to assist inventory personnel in identifying items, locating various sections, and providing MHE to include safety pallets and MHE operators to assist inventory personnel in their tasks.

4.5.1.3. Certifying Actual Hours Required for the Inventory Preparation/Assistance. The Contractor shall maintain a personnel sign-in/sign-out log with which to document the actual number of hours used for inventory preparation/assistance. Upon completion of inventory, the Contractor shall submit this log to the Store Director and the QAE for review. During this review, the Store Director and the Contractor

shall agree upon the actual number of hours that the Contractor used for inventory. Following this review, the Contractor shall submit a copy of the log and a copy of the payroll documentation, both of which shall show the actual hours used, to the Contracting Officer. The QAE shall include the payment amount on the monthly DD Form 250 for the actual number of hours certified for Inventory Preparation/Assistance, identifying this service by contract line item number on the DD Form 250.

4.6. CUSTODIAL

4.6.1. Exclusions. The following sections/departments are excluded from the custodial part of this PWS:

4.6.1.1. Meat Department backup storage area and interior of display cases.

4.6.1.2. Produce Department processing, preparation and wrapping area; backup storage area; and interior of display cases.

4.6.1.3. Dairy department, backup storage area, and interior of display cases.

4.6.1.4. Frozen/chill food backup storage area and interior of display cases.

4.6.1.5. Service Bakery, Deli, and Seafood operations.

4.6.1.6. Reserved

4.6.2. Custodial Tasks

4.6.2.1. Day Custodial. Day custodial refers to custodial tasks that are normally done during hours when the commissary is open for business, when custodial care is generally limited to rapid response and quick fix action necessary to maintain clean and safe conditions.

4.6.2.1.1. Restroom Cleaning, Maintenance, and Resupply. At the start of the Contractor's day custodial shift and at least every two (2) hours thereafter, throughout the Contractor's day custodial shift, the Contractor shall clean, maintain, and resupply restrooms as needed. Clean, maintain, and resupply means emptying trash receptacles to prevent overflow; removing debris and litter from floors and furnishings, spot cleaning fixtures, floors and walls; replenishing paper products, soap and other supplies to prevent outages, replacing burnt out light bulbs, and reporting facility or equipment defects to the Store Director.

4.6.2.1.2. Emergency Cleaning-Government Notification. When the Government finds unclean or unsafe conditions in commissary entrance, exit, front end, cart storage, sales floor areas, or in break rooms, locker rooms, restrooms, or in RSHA, the Government will notify the Contractor of such conditions. These conditions may be the result of broken merchandise containers, spills, patron traffic, accumulation of debris or trash of any sort, inclement weather, or personal injury, which may involve blood or other potentially infectious materials. This includes ice and snow build-up in outside areas. **Within five (5) minutes of notification by the Government, the Contractor shall begin taking whatever action may be necessary to clean up or remove the condition identified, to include removal of ice and snow build-up.** During these clean up operations, the Contractor shall take appropriate precautions, such as blocking off unsafe areas, or posting "wet floor" signs as needed.

4.6.2.1.3. Cleaning Without Government Notification. When Contractor personnel find an unclean or unsafe condition in any of the areas described above, they shall take whatever action may be necessary to clean up or remove the condition without notification by the Government.

4.6.2.2. Night Custodial Tasks. Night custodial refers to custodial tasks indicated on the frequency charts in EXHIBITS 4-6-1 THROUGH 4-6-5, NIGHT CUSTODIAL TASKS, SURVEILLANCE FREQUENCIES, AND QUALITY STANDARDS that require much deeper and more extensive operations than can be done during day custodial coverage. *(Although the Government generally expects the Contractor to do night custodial tasks during the days/times shown, the Store Director and the Contractor may mutually agree that the Contractor can do certain night custodial tasks (window cleaning, cleaning outside areas, cleaning offices, cleaning underneath end caps) during hours of daylight or during commissary operating hours. The criteria for any such agreements are that they facilitate completion of the tasks and do not add to contract costs or interfere with day stocking/custodial tasks.)*

4.6.3. Hazardous Chemicals or Materials. The Contractor shall document the presence of hazardous chemicals or materials in Contractor operations, and, as necessary, shall clean up spills of hazardous chemicals or materials using the procedures described below.

4.6.3.1. Material Safety Data Sheets (MSDS). The Contractor shall obtain MSDS for all chemicals designated as either Federal or State OSHA classified hazardous chemicals (29 CFR 1910.1200, Hazard Communication). The Contractor shall develop a list of these chemicals and provide it to store management for inclusion in the store-wide chemical listing. One copy of each MSDS shall be posted in the area where the chemical is stored. A second copy shall be given to the Store Director for retention by store safety personnel. The MSDS lists hazardous components, dangers, i.e., what the component is reactive with, the Chemical Abstract Service Number, clean up and fire fighting instructions/equipment, personal protective equipment required, etc.

4.6.3.2. Clean up of Hazardous Chemicals or Materials. Any spilled hazardous chemicals or materials shall be handled by Contractor personnel as follows:

- a. Immediately notify the Project Manager and the Store Director.
- b. Avoid skin contact with the spilled materials; use rubber gloves and boots as necessary. Take care not to inhale vapors.
- c. Clean up in accordance with the MSDS instructions. If clean-up instructions call for absorption, pour unscented cat box filler, sawdust, or other absorbent material on the spill to soak it up.
- d. Do not mix spilled materials with any other chemicals unless MSDS instructions indicate to do so! Some chemical mixtures, such as chlorine and ammonia, create deadly fumes. If there is a strong odor of the hazardous chemicals or materials, air the room as much as possible. Open doors and windows; turn on any exhaust fans.
- e. Follow MSDS instructions for disposal of spilled material. It is illegal to dispose of many chemicals by pouring down the drain or placing in landfills. Store personnel should contact the installation environmental officer if disposal guidance is needed.

EXHIBIT 4-1

LIST OF CATEGORIES/ITEMS AUTHORIZED FOR VENDOR STOCKING

The Contractor shall stock these categories/items during day stocking operations, but only as absolutely necessary to avoid out of stock conditions. Contractor is NOT authorized to stock these categories/items during night stocking operations.

All frozen food categories

All refrigerated products (milk and eggs roll in/out cart loading)

Baby foods, baby supplies, e.g., rubber pants, bottles and bottle accessories

Candy and gum

Fresh prepackaged bakery products

Authentic German and Oriental Products (includes oriental soft pack and cup of noodles)

Gourmet and natural foods

Pasta

Snack items (e.g., chips, nuts, crackers, cookies, pretzels, salty snacks, and all popcorn)

Soft drinks, bottled water (includes FDS bottled water)

Spices, seasonings, extracts, herbs, food coloring, dehydrated sauces, and cake decorations (excluding baking nuts)

Batteries, cellophane tapes, mailing supplies, and shoe polish

Health and beauty care products, razor and razor blades (excludes sanitary products, personal care category, and adult incontinence products)

Vitamins and body builder products

Hosiery

Light bulbs

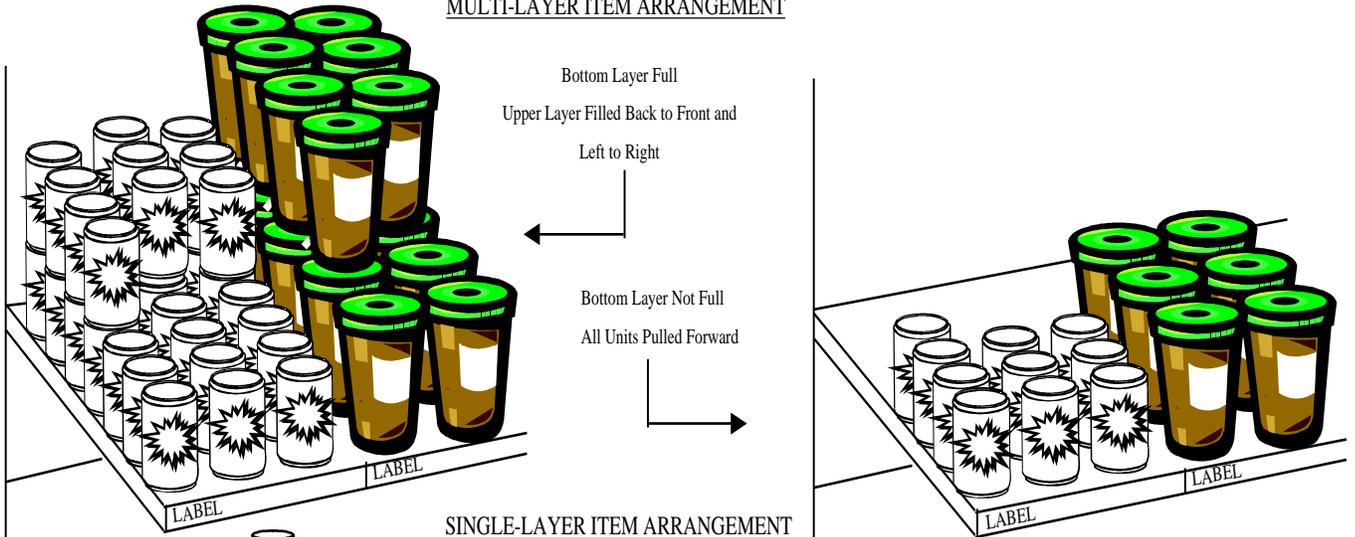
Pet supplies and birdseed (does not include pet food or edible treats)

All scrubbers, sponges, rubber gloves, and all Blind-made products

EXHIBIT 4-2

METHODS OF STOCKING

MULTI-LAYER ITEM ARRANGEMENT



SINGLE-LAYER ITEM ARRANGEMENT

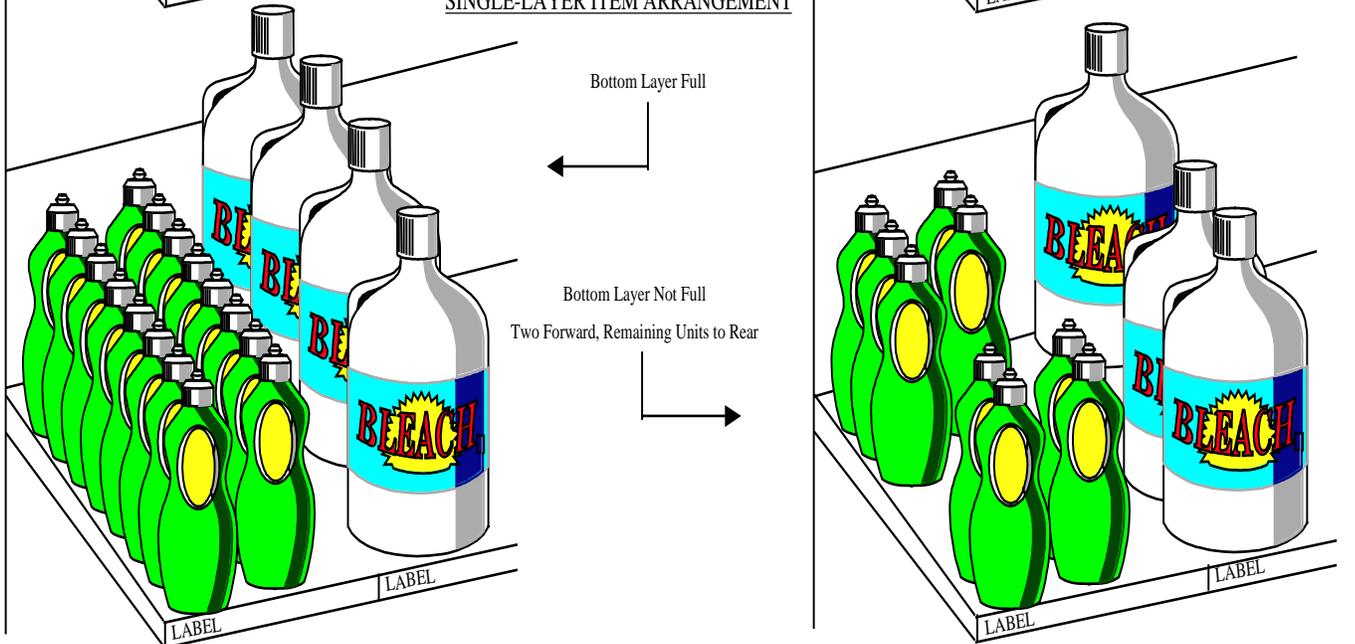


EXHIBIT 4-3

FDS DISTRIBUTOR DELIVERY SCHEDULE

The Contractor shall handle FDS deliveries 4.4, and this schedule .

DISTRIBUTOR	SUN	MON	TUE	WED	THU	FRI	SAT
GROCERY SUPPLY							
=====	=====	=====	=====	=====	=====	=====	=====
DELIVERY TIME:	=	6 – 10 am					
# TRUCKS:	--	1-2	1-2	1-2	1-2	1-2	1-2
STOCKED ON:		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
SUPER VALU							
=====	=====	=====	=====	=====	=====	=====	=====
DELIVERY TIME:	=	9 – 10 am	9 – 10 am	9 - 10 am	9- 10 am	9 – 10 am	9 – 10 am
# TRUCKS:	--	1-2	1-2	1-2	1-2	1-2	1-2
STOCKED ON:		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

--No delivery.

EXHIBIT 4-4

EQUIPMENT MAINTENANCE CHECKLIST

Material Handling Equipment (MHE) Operator Maintenance Inspection Checklist

1. The Contractor shall perform and document operator maintenance inspections.
2. The operator maintenance inspection services described in the following sample checklist are for general application to all MHE. Those procedures that may not apply to a specific item of equipment may be disregarded. Where additional or different services are prescribed in specific Original Equipment Manufacturers' (OEM) manuals, the appropriate procedures shall be recorded on the checklist to assure that those services are performed.
 - Check the vehicle and engine compartment for oil leaks
 - Check for broken or missing components or other visible evidence of damage
 - Clean the equipment as necessary
 - Check to make sure that the safety equipment, e.g., fire extinguisher, overhead guard, etc., is present and mounted properly
 - Check the tires for wear, cuts, presence of foreign objects
 - Check all lights to make sure they operate properly
 - Check the ammeter operation
 - Check all hydraulic controls for binding/other defects
 - Check the horn to make sure it is audible to 300 ft
 - Check any other instruments for evidence of malfunction
 - Check the brake to make sure that it will stop the equipment without side pull, chatter, or noise
 - Check the handbrake to be sure that it holds the equipment on a reasonable incline
 - Observe whether the motor has adequate power and acceleration and whether it operates without unusual noises, stalling, and overheating
 - Check the operation of the transmission control lever for binding, looseness, and engagement
 - Check the operation of the transmission for proper response.
 - Check for any tendency of equipment to wander, bind, shimmy, or pull to one side while moving
 - Observe both the lift and tilt controls to be sure they operate properly, return automatically, and if there are any binding or chattering noises during lifting operations

- Listen for noises that may indicate damaged, worn, or loose parts; a damaged or vibrating power train, or loose body components
- At scheduled stops, inspect the floor under the truck for signs of leaks
- Check and maintain the level of electrolyte in the battery one-half inch above the plates
- Check the battery case for cracks, leaks, and overall cleanliness
- Check the battery, terminals, and cables for secure mounting and evidence of deterioration
- Check the specific gravity of the electrolyte in battery
- Check the battery charger cables, connector, power cord and plug, switches, lights, and the indicator for damage and proper operation

EXHIBIT 4-5

CUSTODIAL SERVICES AND QUALITY STANDARDS

1. GENERAL. The Contractor shall perform night custodial tasks in all areas and on all items identified on the charts that are part of this exhibit. Each task shown on the charts is cross-referenced to the standard applicable to that task. The Contractor shall determine the specific techniques and frequency of performance required to maintain these quality standards. The Government will surveil the Contractor's custodial performance in all areas and on all items identified on EXHIBITS 4-6-1 through 4-6-5 at the frequencies shown on these charts and in accordance with the quality standards described below. The frequencies/techniques identified on EXHIBITS 4-6-1 through 4-6-5 also represent the Government's estimate of frequencies/techniques to achieve the quality standards.

2. FLOOR MAINTENANCE

2.1. General. Proper floor maintenance results from a program of care that includes: consideration of the age and type of floor covering and of specifications for care provided by manufacturers or industry groups; use of equipment, supplies, and procedures that are consistent with specifications for floor type and will not damage advertising attached to the sales floor, if applicable; and employment of personnel trained in proper floor care procedures. (NOTE: Advertising attached to the sales floor holds up to scrubbing except deep cleaning associated with floor stripping.) At least two weeks prior to doing any deep cleaning of floors that have advertising attached, the Contractor shall notify the Store Director of the deep cleaning date so that the advertising can be removed by other than Contractor personnel prior to Contractor cleaning. Floor maintenance is defined to include moving or tilting furniture, trash receptacles, shopping carts, carry-out carts, handicapped carts, mobile merchandisers, and other easily moveable items to permit maintenance of the floor underneath; and returning all items moved to their original locations following completion of floor care operations. Merchandisers are defined as racks/ "off shelf" fixtures of various types situated throughout commissaries to display products usually purchased on impulse. Some merchandisers are designed to be mobile or easily moveable while some are not easily moveable because of their size, weight, etc. "Front end merchandisers" refer specifically to those merchandisers which are located next to the cash registers at the inside end of checkout lanes and are used to display items such as candies, chewing gums, batteries, razor blades, etc. The entire floor shall be free of debris, streaks or film, scuff or heel marks, dirt/wax build-up, food residue, scratches or other stains or discoloration. In addition, floor maintenance operations include removing splash marks, floor cleaning solutions and mop streaks from baseboards, furniture, trash receptacles, gondolas, display cases, shelf bases, checkout stands, and other store fixtures.

2.2. Tile Floor Coverings (Ceramic and Vinyl) and Specialty Floors. Floor maintenance may include techniques of sweeping, wet/damp mopping, machine scrubbing, dry or spray buffing, stripping, sealing, and application of wax or other suitable floor finish. Whenever possible, the Government will provide floor tile manufacturer's cleaning and maintenance specifications to the Contractor. The Contractor shall clean and maintain tile floor coverings using a floor care program based directly on these specifications. When the Government cannot provide the manufacturer's specifications, the Contractor shall use a floor care program based on generally accepted procedures and standards of care for the type of floor covering in the commissary.

2.2.1. Vinyl Composition Tile (VCT). VCT is the floor covering most widely used in commissaries. In the absence of the VCT manufacturer's floor care specifications, the contractor shall develop a floor care program based on general guidance such as that available from the Resilient Floor Covering Institute or similar sources. A properly maintained VCT floor shall have a uniform coating of non-skid floor finish and present a uniform glossy appearance.

2.2.2. Reserved

2.2.3. Ceramic. In the absence of the ceramic manufacturers floor care specifications, the contractor shall develop a floor care program based on general guidance regarding procedures and standards of care for this type of floor covering. A properly maintained ceramic floor shall be free of dirt and grit, if consistent with a specific brand shall have a uniform coating of floor finish designed for use on ceramic tile, and shall present a uniform semi-glossy appearance.

2.2.4. Specialty Floor. Seamless Monolithic Aggregate Matrix Polymer (SMAP). The contractor shall develop a floor care program based on general guidance regarding procedures and standards of care for the SMAP floor covering. A properly maintained SMAP floor shall be free of dirt, grit, any meat particles, grease, or other residue to sight and touch, and most microorganisms.

2.2.5. Reserved

2.3. Carpeted Floors. This cleaning task includes techniques of vacuuming, spot removal, and shampooing. A properly cleaned carpet is free from lint, dust, dirt, food particles, gum, and stains.

2.4. Concrete Floors. This cleaning task includes techniques of sweeping and wet/damp mopping or machine scrubbing concrete floors inside the building; sweeping and power washing, hosing down or machine scrubbing concrete surfaces outside the building. If using the power washer, the Contractor shall follow the manufacturer's guidance for appropriate machine settings and methods for cleaning concrete surface. During floor cleaning operations, the Contractor shall move items that are not permanently attached to the floor; e.g., pallets, equipment, etc. as required to clean floors, and return the items to their original location after cleaning is completed. A properly cleaned floor/concrete surface is free of dust, debris, standing water, dirt, food residue, gum, and other soiling materials.

2.5. Floor Spot Cleaning. This task involves the picking up of cardboard, spills, food residue, and other debris from floor areas. A properly spot-cleaned floor is free of loose cardboard, spills, food residue, or any other debris.

3. UNDERNEATH CLEANING

3.1. Store/Sales Areas. Underneath cleaning applies to the undersides and floor areas beneath shelves/gondolas, end cap and other off shelf displays and non-mobile merchandisers. Gondola is defined as a shelf or group of shelves upon which merchandise is displayed. The Government checks these areas at fixed frequencies; but the Contractor shall also clean these areas as breakage or spillage occurs in these areas. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

3.1.1. Cleaning Underneath Gondolas with Kickplates. The Contractor shall remove kickplates; sweep and mop the underneath areas; and clean and replace kickplates.

3.1.2. End Cap and Other Off Shelf Displays. The Contractor shall move empty end caps and other off shelf display pieces; sweep and mop underneath, wax if needed to maintain floor care standard; clean outer surfaces of end caps and display pieces; and return empty pieces to their original locations. The Government will coordinate its display dismantling/building schedule with the Contractor, so that the Contractor can perform this task after display merchandise has been removed from end caps or off shelf display pieces. The Contractor is not required to move stock to or from end caps or other off shelf display pieces if the requirement to build/dismantle displays is not in the contract. This applies to all end caps and other off shelf display pieces and racks used to display items for sale, regardless of whether

commissary employees, Contractor personnel, or vendor stockers normally stock these displays and racks.

3.1.3. Non-Mobile Merchandisers. Non-mobile merchandisers are those display pieces that are not permanently attached; but that also do not have wheels or are too heavy to move frequently, e.g., produce tables and melon/pumpkin bins, mini coolers for soda, water, etc. The Contractor shall move non-mobile merchandisers; sweep and mop underneath, wax if needed to maintain floor care standard; return merchandisers to their original locations, and clean outer surfaces. The Contractor shall move merchandise, as needed, from and back to the non-mobile merchandisers. This applies to non-mobile merchandisers used to display items for sale, regardless of whether commissary employees, Contractor personnel, or vendor stockers normally stock these displays and racks.

3.1.4. Neither 3.1.2. or 3.1.3. requires the Contractor to clean displays, fixtures, or racks merchandised by commissary Bakery, Deli, Seafood, or other service contractors, regardless of whether these displays, fixtures, or racks are located in service contract areas, or elsewhere in the commissary.

3.2. Receiving/Storage/Holding Areas. This cleaning task includes techniques of sweeping and wet/damp mopping or machine scrubbing. Underneath cleaning applies to the floor areas beneath storage racks in the RSHA. After cleaning, the areas underneath the storage racks shall be free from debris, standing water, dust, food residue, and other soiling materials.

4. CLEANING. This task involves techniques of dusting and damp wiping. A properly cleaned surface is free of dirt, dust, food residue, grease, smudges, marks, streaks, spots, water residue, or other soiling materials. Any polished metal surfaces shall have a shiny appearance.

4.1. Structural Components and Equipment. This cleaning task applies to ceilings, walls, wall-mounted fixtures, venetian blinds, pillars, display case bumper guards (non-removable), corner guards, bollards, partitions, doors, including frames and jambs; gondolas, exteriors of all display cases (except any glass or mirrored surfaces), and fronts and sides of checkstands. In the RSHA, this includes cardboard baler(s), storage racks and overhead doors.

4.1.1. Low Cleaning. This task includes cleaning all areas/items identified in 4.1., to a height of eight (8) feet above floor level.

4.1.2. High Cleaning. This task includes cleaning all areas/items identified in 4.1., to a height between eight (8) feet and 20 feet above floor level. Areas 20 feet or more above floor level are excluded from this contract.

4.2. Refrigerator/Microwave Cleaning (Breakroom). A properly cleaned refrigerator and microwave is free of dirt, dust, grease, food particles, streaks, spots, water residue, or other matter both inside and outside. Prior to each scheduled refrigerator cleaning, commissary personnel shall remove all food and beverage items from the refrigerator.

4.3. Restroom Cleaning. This task applies to urinals, toilets, wash basins, floor sinks, any other equipment, partitions, and walls. The Contractor shall not use cloths, sponges, and/or disinfectant solutions used in cleaning the restrooms to clean any other areas.

4.3.1. Restroom Supply Replenishment. The Contractor shall furnish and replenish toilet tissue, paper towels, liquid soap, deodorizer, air freshener, toilet seat covers, and diaper change station liners in restrooms. Toilet tissue shall be at least two-ply if used in roll size and one-ply for jumbo-sized dispensers. Urinals and toilet bowl deodorizers will contain no paradichlorobenzene.

5. SANITIZE. Sanitize means adequate bactericidal treatment of cleaned surfaces by a process that is generally recognized as effective in destroying most microorganisms. The Contractor shall use only cleaning agents, degreasers, and sanitizers that are FDA or USDA approved for use in food preparation facilities.

5.1. Clean and Sanitize Drinking Fountains. This task involves applying authorized disinfectant materials to all cleaned porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil. Polished metal shall have a shiny appearance.

6. WALK-OFF MATS/RUNNERS/CASHIER AND DISPLAY CASE MATS. The Contractor shall clean (remove soil and grit) and restore resiliency of the pile to carpet-type mats/runners. Rubber or polyester mats/runners shall be swept, vacuumed, or hosed-down outside to remove soil and grit. Floor mats and runners located in front of entrance areas, display cases, cashier areas, and other store/sales areas shall be removed to allow cleaning of the sales floor, cleaned as described above, based on the type of mats used in the store, and replaced in their original location after the sales floor is cleaned.

7. QUEUING ROPES/STANCHIONS. Properly cleaned queuing ropes and stanchions shall be free of dirt, food residue, gummy/sticky substances, and any other soiling materials. Polished metal surfaces shall have a shiny appearance.

8. ASH AND TRASH REMOVAL AND CLEANING. Ashtrays, smoking urns, and trash receptacles shall be emptied and damp wiped. Ash and trash receptacles shall be free of visible dirt, dust, cleaning aids, or other matter. Ashes and debris from cigarette butt receptacles shall be placed in a nonflammable container. Trash receptacles shall be emptied at designated waste pick-up stations. Contractor personnel shall close lids or doors of dumpsters and other trash collection containers when these are not in immediate use. Trash receptacles shall be lined with a plastic bag. The bag should fit the container with sufficient excess to securely close the bag when full.

9. AISLE MARKERS. This cleaning task includes dusting and/or damp wiping. A properly cleaned aisle marker is free of bugs, dirt, dust, grease, stains, spots, or other soiling materials.

10. LIGHT FIXTURES. This cleaning task includes opening or removing covers and cleaning both the inside and outside of covers. A properly cleaned light fixture is free of bugs, dirt, dust, grease, stains, spots, or other matter. Light fixtures in excess of 20 feet from the floor are excluded from this contract.

11. GLASS AND WINDOW CLEANING. Glass and window cleaning applies to exterior and interior windows, glass partitions, glass in doors (to include entry/exit doors), directory boards, mirrors, etc. Except for glass/mirrors in meat and produce display cases, both exterior and interior glass surfaces and mirrors on display cases are included as a part of glass cleaning in the store/sales areas. Glass and window cleaning includes adjacent trim, screens, frames, transoms, structural glass, and ledges. In the meat processing area, GLASS AND WINDOW CLEANING applies to all glass and mirrored surfaces that are part of doors that open into this area, or that are part of walls or other structures that enclose this area. A properly cleaned glass surface/mirror is free of dirt, dust, grease, streaks, spots, fingerprints, or other soiling materials. Where present, screens are to be removed, cleaned of all foreign matter, and replaced.

11.1. Low Glass and Window Cleaning. This task includes cleaning all glass and windows described in 11. above to a height of eight (8) ft above floor level. Any glass surface or structure that begins lower than eight (8) ft above the floor is defined to be low glass even if the glass surface or structure continues above eight (8) feet.

11.2. High Glass and Window Cleaning. This task includes cleaning all glass and windows described in 11. above to a height of between eight (8) ft and 20 ft above floor level. Only glass surfaces or structures that begin 8 feet or higher above the floor are high glass. Areas 20 feet or more above floor level are excluded from this Contract.

12. DUCT AND LOUVER CLEANING. The outer surfaces of exposed ducts, louvers, and vents are cleaned to remove all visible dust, dirt, streaks, and other foreign matter. Cleaning of the interior of ducts or conduits is excluded from this contract.

12.1. Low Duct and Louver Cleaning. This task includes cleaning ducts and louvers under eight (8) feet above the floor to meet the standards in 12. above.

12.2. High Duct and Louver Cleaning. This task includes cleaning ducts and louvers above eight (8) feet from the floor to meet the standards in 12. above. Ducts and louvers above 20 feet from the floor are excluded from this contract.

13. OUTSIDE AREAS. The Contractor shall clean the areas at the front of the building to the curb, along the left hand side of the commissary, and behind the commissary. These areas, properly cleaned, shall be free of debris, to include, but not limited to cigarette butts and ashes, food residue, gum, bird and other droppings, and ice and snow accumulations. The areas that the Contractor is required to clean are depicted on a drawing at EXHIBIT 4-7.

13.1. Snow and Ice Removal. The Contractor shall provide snow and ice removal from front of the building, entrances/exits, to include emergency exits, loading docks, handicap ramps, and snow/ice accumulation on roof overhangs at entrances, exits and loading docks as required. An estimate of the number of square feet of area requiring snow and ice removal is included in EXHIBIT 4-6-4. During periods of snowfall when the rate of accumulation is less than 1" per hour, the Contractor shall remove all snow and ice to expose paved or concrete surfaces. During periods of snowfall when the rate of accumulation is greater than 1" per hour, the Contractor shall continuously remove snow as necessary, to preclude an accumulation of no more than 1" on paved/concrete surfaces or the grassy area leading from the emergency exit to the parking lot. The Contractor shall not allow snow banks to encroach onto other areas designated as emergency. The Contractor shall apply snow/ice removal materials commercially recognized as safe for local paved/concrete surfaces, as required to assist in the removal/build-up of snow and ice accumulation. In the grassy areas leading from the emergency exit to the parking lot, the Contractor shall remove all snow and ice to the extent possible without damaging the turf. Snow/ice removal materials shall not be used in the grassy areas, except those materials that are specifically identified as harmless to grass and other vegetation.

13.2. Reserved.

14. MEAT DEPARTMENT PROCESSING, PREPARATION, AND WRAPPING AREAS. The contractor shall clean and sanitize the meat department processing, preparation, and wrapping areas shown on EXHIBIT 4-6-5, and equipment, using approved degreasers and sanitizers, and techniques that are consistent with the use of these chemicals. Cleaning and sanitizing applies, but is not limited to: fixtures, equipment, and exposed surfaces inside the meat processing room: floor, walls, ceiling, exteriors of light fixtures, glass and mirrored surfaces, doors, sinks, tables, underneath non-movable structures, drains and grease traps, floor mats, meat rails, meat trays, pans, racks, knives, meat saws, grinders, lugs and attachments, slicers, cubers, and other equipment used in processing meat into retail cuts. A properly cleaned and sanitized meat processing area is free of any meat particles, grease, or other residue to sight and touch, and most microorganisms.

14.1. Preparation, Precautions, and Trash Removal. As a preliminary to the cleaning operations, the Government will lockout/tagout electrical power and completely dismantle all processing equipment that the Contractor is required to clean. To protect items from contamination or damage, prior to starting the cleaning operations, the Contractor shall remove or protect trays and other packaging materials, and shall protect sensitive equipment such as electronic scales, wrapping machines, etc., designated by the Government. The Contractor is not required to clean any of this sensitive equipment. Before beginning cleaning operations, the Contractor shall remove all trash and cardboard from the meat processing area and dispose of these in designated locations. During the cleaning process, the Contractor shall take precautions to prevent clogging drains, such as leaving drain covers in place during cleaning operations and removing drain covers and grease traps for cleaning only after larger chunks of debris that collect during the cleaning process have been removed; and take precautions to prevent spraying cleaning agents and sanitizers directly into cooling units when cleaning and sanitizing the outside surfaces of cooling units.

14.2. Trim Barrels and Trim Barrel Storage Area. The empty trim barrels and the area in which trim barrels are stored shall be cleaned and sanitized IAW the standard in 14.

15. RECEIVING/STORAGE/HOLDING AREA (RSHA). This cleaning task involves techniques of sweeping, and wet/damp mopping or machine scrubbing and other techniques used to clean the various portions of the RSHA shown on EXHIBIT 4-6-4. During floor cleaning operations, the Contractor shall move items that are not permanently attached to the floor; e.g., pallets, equipment, etc., as required to clean floor, and return the items to their original location after cleaning is completed. The Contractor is not expected to move all pallets containing merchandise, on a daily basis, in order to clean underneath them, but is expected to clean all open floor areas within the RSHA. However, the Contractor is expected to clean underneath pallets, equipment, etc., if there is evidence of standing water, food residue, product spills, rodent infestation or other soiling materials. Properly cleaned RSHA areas are free of debris, dirt, gum, and food residue.

16. Reserved

17. REMOVABLE DISPLAY CASE BUMPER GUARDS. The Contractor shall remove and clean all display case bumper guards throughout the sales floor. The floor area between the bumper guard location and the display case shall be cleaned in accordance with the floor quality standard. After cleaning the exposed floor area, each display case bumper guard shall be returned to its original location. The Contractor shall use care when replacing each display case bumper guard into its original location; placement in an incorrect opening/location can result in damage to the guard and sleeve in the opening of the floor. The display case bumper guard shall be free of dirt, dust, food residue, gummy/sticky substances, and any other soiling materials. Polished metal surfaces shall have a shiny appearance.

**EXHIBIT 4-6-1
NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (6)**

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		CUSTODIAL QUALITY STANDARDS (SALES AREAS)	
	AREA IN SQUARE FEET (SF)	FLOOR TYPE	FLOOR CLEANING FREQUENCY	FLOOR CLEANING IAW STANDARDS SHOWN BELOW
ENTRY/EXIT VESTIBULES	828	VCT	D	2.1. – 2.2.1.
CART RETURN VESTIBULE	264	VCT	D	2.1. – 2.2.1.
CHECKOUT/FRONT END/QUEUING AREAS/ CART STORAGE	6,374	VCT	D	2.1. – 2.2.1.
SALES AREA	26,085	VCT	D	2.1. – 2.2.1.
TOTAL SALES AREA	33,551	^a SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT, AND FIXTURES AND THE AREA UNDERNEATH GONDOLAS AND END CAPS.		

LEGEND COMMON TO EXHIBITS 4-6-1 - 4-6-5:

FREQUENCY. D=DAILY
W=WEEKLY
M=MONTHLY
QTR=QUARTERLY
SA=SEMIANNUALLY
A=ANNUALLY

FLOOR TYPES. CONC=CONCRETE
CT= CERAMIC TILE
SMAP=SEAMLESS MONOLITHIC AGGREGATE MATRIX POLYMER
VCT=VINYL COMPOSITION TILE

EXHIBIT 4-6-2

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS PRS (7)

COMMISSARY AREA/ITEM		AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		CUSTODIAL QUALITY STANDARDS				
		AREA IN SQUARE FEET(SF)	FLOOR TYPE	FLOOR CLEANING IAW STANDARDS SHOWN BELOW	LOW CLEANING IAW 4. & 4.1.1. AND AS SHOWN BELOW	HIGH CLEANING IAW 4. & 4.1.2. AND AS SHOWN BELOW	LOW GLASS AND WINDOW CLEANING IAW 11. - 11.1. & AS SHOWN BELOW	HIGH GLASS AND WINDOW CLEANING IAW 11. & 11.2.
OFFICES (ALL AREAS)		2,038	VCT	W 2.1. - 2.2.1.	W	M	M	A
		131	SMAP	W 2.1., 2.2., 2.2.3.				
VESTIBULE AND CORRIDOR IN ADMINISTRATIVE AREAS		625	VCT	W 2.1. - 2.2.1.	W	M	M	A
BREAK ROOMS (ALL AREAS)		906	VCT	D 2.1. - 2.2.1.	W	M	M	A
ADMINISTRATIVE STORAGE		69	VCT	W 2.1. - 2.2.1.	W	M	QTR	A
LOCKER ROOMS (ALL AREAS)		345	CT	D 2.1., 2.2. & 2.2.3.	W	M	QTR	A
REST ROOMS & VESTIBULES (ALL AREAS)	# of restrooms: 6	1,148	CT	D 2.1. - 2.2. & 2.2.3.	D AND IAW 4.3.	D AND IAW 4.3.	D AND IAW 4.3.	A AND IAW 4.3.
		66	VCT	D 2.1. - 2.2.1.				
TOTAL OTHER AREAS		5,328	^a SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.					
SALES AREA(INCLUDES VESTIBULES, INSIDE CART STORAGE, CHECKOUT/FRONT END, MEAT RESTOCKING AISLE AND SALES AREAS)					W	W	W D*	SA
					*ENTRANCE /EXIT DOORS AT FRONT OF COMMISSARY			
GONDOLAS (CLEANING UNDERNEATH)		Gondolas with Kickplates: Do not require removal of bottom shelf for underneath cleaning (3.1. - 3.1.1.)		3,004 SQ FT	M			
END CAPS/DISPLAYS (CLEANING UNDERNEATH)		----		200 SQ FT	M IAW 3.1. & 3.1.2.			
NON-MOBILE MERCHANDISERS (CLEANING UNDERNEATH)		----			QTR IAW 3.1. & 3.1.3.			
TOTAL UNDERNEATH CLEANING				3,204				

----No data/frequency

EXHIBIT 4-6-3

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (7)

COMMISSARY AREA/ITEM	CUSTODIAL QUALITY STANDARDS									
	LOW DUCT AND LOUVER CLEANING IAW 12. & 12.1.	HIGH DUCT AND LOUVER CLEANING IAW 12. & 12.2.	ASH AND TRASH REMOVAL & CLEANING IAW 8.	REPLENISH SUPPLIES IAW 4.3.1.	WALK-OFF MAT, RUNNERS CLEANING IAW 6.	DRINKING FOUNTAIN CLEANING & SANITIZING IAW 5. - 5.1.	LIGHT FIXTURES CLEANING IAW 10.	AISLE MARKERS CLEANING IAW 9.	REFRIGERATOR AND MICROWAVE CLEANING IAW 4. & 4.2.	QUEUING ROPES/ STANCHIONS IAW 7.
SALES AREA (INCLUDES VESTIBULES, ID/ENTRANCE, INSIDE CART STORAGE, CHECKOUT/FRONT END , AND SALES AREAS)	M	A	D	---	D	D (THROUGHOUT FACILITY)	A	A	---	W
BREAK ROOMS (ALL AREAS)	M	A	D	---	---	---	A	---	W	---
# Microwaves: 2 # Refrigerators: 2										
OFFICES (ALL AREAS)	M	A	D	---	---	---	A	---	---	---
ADMIN STORAGE AREA	M	A	---	---	---	---	A	---	---	---
LOCKER ROOMS (ALL AREAS)	M	A	D	---	---	---	M	---	---	---
REST ROOMS (ALL AREAS)	D	A	D	D	---	---	M	---	---	---

---No data/frequency

ESTIMATED NUMBER OF ACCESSORIES

QUEUING STANCHIONS (ON FLOOR)	30
FRONT END MERCHANDISERS (ON FLOOR)	8
SHOPPING CARTS (ON FLOOR)	175
CARRYOUT CARTS (ON FLOOR)	30
REMOVABLE DISPLAY CASE BUMPER GUARDS	764 Linear Feet

TRASH RECEPTACLES		
LARGE	MEDIUM	SMALL
0	12	20

EXHIBIT 4-6-4

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (7)

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		CUSTODIAL QUALITY STANDARDS								
	AREA IN SQUARE FEET(SF)	FLOOR TYPE	FLOOR CLEANING IAW 2.4., 2.5., 13. & 15.	LOW CLEANING IAW 4. - 4.1.1.	HIGH CLEANING IAW 4. - 4.1.1. & 4.1.2.	LOW GLASS & WINDOW CLEANING IAW 11. - 11.1.	HIGH GLASS & WINDOW CLEANING IAW 11. & 11.2.	LOW DUCT & LOUVER CLEANING IAW 12. - 12.1.	HIGH DUCT & LOUVER CLEANING IAW 12. & 12.2.	ASH & TRASH REMOVAL IAW 8.	UNDERNEATH CLEANING IAW 3.2.
RSH AREA (INCLUDES BALER, STORAGE RACKS AND OVERHEAD DOORS , CONTRACT STOCKER STORAGE)	12,917 101	CONC CT	D	QTR	QTR	M	QTR	M	A	D	QTR
OUTSIDE AREAS: (100ft out from building)											
FRONT (to curb)	6,910	GRASS	D	---	---	---	---	---	---	D	---
LEFT HAND SIDE	19,240										
REAR	19,046										
REAR	13,700	ASPHALT									
FRONT (to curb)	7,432	CONC	D								
REAR	13,069										
TOTAL AREA	92,415	^a SQUARE FOOTAGES ARE BASED ON WALL-TO-WALL MEASUREMENTS.									

----No data/frequency

*The Contractor shall not hose down/power wash/machine scrub outside areas if weather conditions--ambient temperature and chill factor--are such that spraying water onto paved areas will coat these areas with ice and create a slip hazard. If the Contractor has scheduled this task to be done on a day/during a period of time in a month when weather conditions will not permit hosing down/power washing/machine scrubbing without the risk of forming ice/creating a slip hazard, the Contractor shall not perform this task. Under these conditions, the Contractor shall perform this task at the next opportunity during the same month when weather conditions permit hosing down/power washing/machine scrubbing without the risk of forming ice/creating a slip hazard.

See 13.1. for Snow and Ice Removal in the following areas:

OUTSIDE AREA	SQUARE FEET	SURFACE TYPE
Front of Building	7,432	Concrete
Rear of Building (Loading Docks, Handicap Ramp, & Exits)	3,700	
TOTAL AREA	11,132	

EXHIBIT 4-6-5

NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES AND QUALITY STANDARDS, PRS (8)

COMMISSARY AREA/ITEM	AREA IN SQUARE FEET (SF) ^α	FLOOR TYPE	CUSTODIAL QUALITY STANDARDS (MEAT DEPARTMENT)							
			CLEAN & SANITIZE IAW <u>5. & 14.</u>	PREPARATIONS, PRECAUTIONS, REMOVE TRASH IAW <u>14.1.</u>	CLEAN & SANITIZE TRIM BARRELS AND TRIM BARREL STORAGE AREA IAW <u>5. & 14.2.</u>	LOW GLASS & WINDOW CLEANING IAW <u>11. - 11.1.</u>	HIGH GLASS & WINDOW CLEANING IAW <u>11. - 11.2.</u>	LOW DUCT & LOUVER CLEANING IAW <u>12. - 12.1.</u>	HIGH DUCT & LOUVER CLEANING IAW <u>12. - 12.2.</u>	INTERIOR OF LIGHT FIXTURES CLEANING IAW <u>10.</u>
MEAT PROCESSING, PREP. & WRAP AREAS	2,270	SMAP	D	D	---	D	D	M	QTR	A
TRIM BARRELS AND TRIM BARREL STORAGE AREA	(included above)		---	---	D	---	---	---	---	---
TOTAL MEAT AREA	2,270	^α SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.								
NUMBER OF TRIM BARRELS	4									

---No data/frequency

CUSTODIAL AREA (SUBJECT TO FLOOR CARE) SUMMARY

TOTAL CUSTODIAL AREA FOR PRS (6) -- (MEASURED WALL-TO-WALL MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT AND FIXTURES. AND AREA UNDER GONDOLAS AND END CAPS) (EXHIBIT 4-6-1)	33,551
TOTAL CUSTODIAL AREA FOR PRS (7) -- (MEASURED WALL-TO-WALL AND INCLUDES AREA UNDER GONDOLAS AND END CAPS.) (EXHIBITS 4-6-2 & 4-6-4)	100,947
TOTAL CUSTODIAL AREA FOR PRS (8) -- (MEASURED WALL-TO-WALL) (EXHIBIT 4-6-5)	2,270
TOTAL CUSTODIAL AREA -- (EXCLUDES AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT AND FIXTURES.)	136,768

EXHIBIT 4-7

FACILITY LAYOUT

← LEFT SIDE

FRONT OF COMMISSARY

REDSTONE ARSENAL

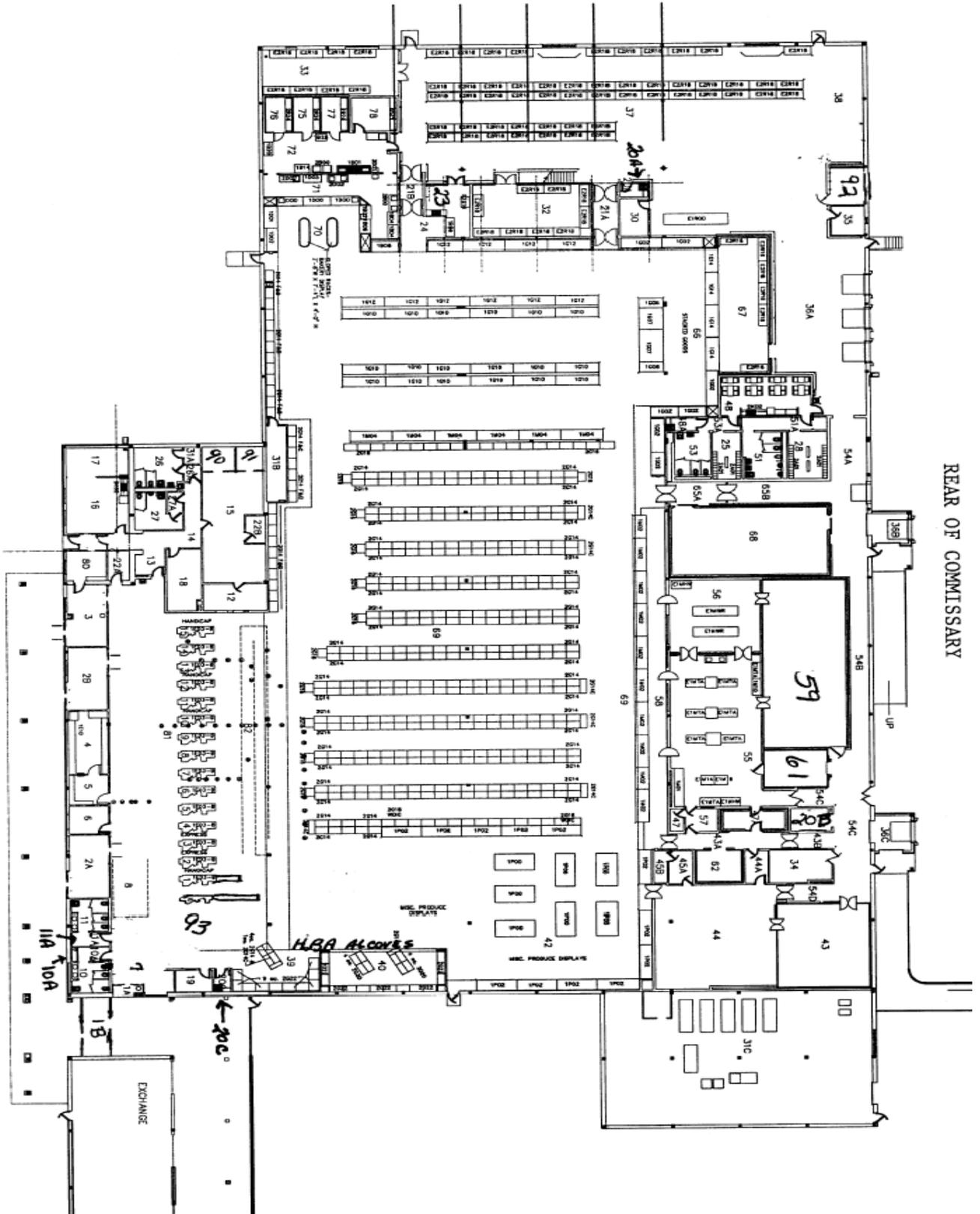


EXHIBIT 4-7

**FACILITY LAYOUT
(ROOM NUMBER LEGEND)**

(Areas of Contractor Custodial Responsibility)

1A	Entry Vestibule
2A, 2B	Exit Vestibules
3	Cart Return Vestibule
5	Cash Counting Room
6	Customer Service Manager's Office
7	ID/Entrance Area
8	Cart Storage (Sales)
10	Patron Restroom (Men)
10A	Patron Restroom Vestibule (Men)
11	Patron Restroom (Women)
11A	Patron Restroom Vestibule (Women)
12	Conference Room
13	Administrative Entry Vestibule
14	Administrative Corridor
15	Administrative Area
16	Employee Breakroom
17	Training Room
18	Scanning Support (ADP) Room
19	Store Administrator's Office
20A, 20C	Mop Rooms (Store Use)
20B	Contractor's Mop Room
21 A/B	Vestibule (Staging to Sales)
22B	Admin Storage
23	Damaged Merchandise
24	Damaged Merchandise Sales Niche
25	Locker Room (Women)
26	Employee Restroom (Women)
26A	Restroom Vestibule (Women)
27	Employee Restroom (Men)
27A	Restroom Vestibule (Men)
28	Locker Room (Men)

30	Contract Stocker Office
Part of 32	Grocery Manager's Office
35	Receiving Manager's Office
36A	Receiving Area
37	Staging Area - Contractor Overwrite Area
38	MHE Charging Area
39	HBA Alcove
40	HBA Alcove
42	Produce Alcove
48	Employee Breakroom (Back)
51	Men's Employee Restroom (Back)
51A	Restroom Vestibule (Men's) (Back)
53	Women's Employee Restroom (Back)
53A	Restroom Vestibule (Women's) (Back)
54A, 54B	Receiving Aisles
55	Meat Processing Room
56	Meat Wrapping Room
57	Meat Manager's Office
58	Meat Restocking Aisle
65A, 65B	Aisle (Receiving to Sales)
66	Dairy Alcove
69	Sales Area
70	Bakery/Deli Display Area
80/22A	Store Manager's Office
90	Store Director's Office
91	CAO's Office
92	Contractor Stocker Storage
93	Mass Display Area
---	Front of Commissary
---	Rear of Commissary
---	Left Side of Commissary

SECTION C-5

REFERENCE DOCUMENTS

5.1. REFERENCE DOCUMENTS AND FORMS AVAILABLE FROM THE GOVERNMENT. The Government will make available, upon request, the mandatory publications and forms listed below. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract.

Defense Commissary Agency Directives (DeCAD)

DeCAD 40-2	Operations Equipment, Supplies, and Services Directive
DeCAD 40-3	Meat Operations (Chapter 22)
DeCAD 40-9	DeCA Frequent Delivery System
DeCAD 30-17	DeCA Safety and Occupational Health Program
DeCAD 30-18	Security Program

Defense Commissary Agency Forms (DeCAF)

DeCAF 30-98	DeCA Bomb Threat Data Card
DeCAF 30-69	Accident Report
DeCAF 30-76	Contractor Badge

5.2. REFERENCE DOCUMENTS TO BE OBTAINED BY THE CONTRACTOR. In order to obtain guidance necessary to perform properly under this contract, the Contractor should have ready access to the following publications. These publications may be available from sources on a military installation, from public libraries, the Internet or other sources, etc.

Department of Defense (DOD) publications:

DOD4145.19-R-1 Storage and Material Handling Chapter 5, Section 5 (Subsistence)

Food and Drug Administration (FDA) publications:

FDA Food Code, (current edition) U. S. Department of Health and Human Services, Public Health Service, Food and Drug Administration

US Department of Agriculture (USDA) publications:

USDA Pub 1419 List of Proprietary Substances and Nonfood Compounds Authorized for Use under USDA Inspection and Grading Programs

Codes of Federal Regulations (CFR)/Occupational Safety and Health Administration (OSHA):

29 CFR Part 1910.106: Flammable and Combustible Liquids
29 CFR Part 1910.110: Storage and Handling of Liquefied Petroleum Gases
29 CFR Part 1910.132: General Requirements (for personal protective equipment)
29 CFR Part 1910.146: Permit-Required Confined Spaces
29 CFR Part 1910.147: Control of Hazardous Energy (Lockout/Tagout)
29 CFR Part 1910.178: Power Industrial Trucks
29 CFR Part 1910.1001: Asbestos
29 CFR Part 1910.1030: Bloodborne Pathogens
29 CFR Part 1910.1200: Hazard Communication

National Fire Protection Association (NFPA):

National Fire Code (NFC) No. 58, Liquefied Petroleum Gas Code

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

1.1. PERFORMANCE REQUIREMENTS SUMMARY (PRS). A Performance Requirements Summary indicates the service outputs of the Contractor that the Government will evaluate to assure the Contractor meets standards of performance. The purpose of the PRS is to identify to the Contractor the levels of performance required to warrant full payment. This PRS shows:

1.1.1. Those contract requirements considered critical to acceptable contract performance (Column A, Required Service, PRS chart). The absence from this PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, to include the "Inspection of Services" clause, in determining the quality of Contractor performance. Other tasks not listed in the PRS may be added for surveillance; however, the Contracting Officer will notify the Contractor of any such change prior to its effective date.

1.1.2. The standard of performance for each listed service (Column B).

1.1.3. The maximum allowable degree of deviation (Acceptable Quality Level (AQL)) from each required service that the Government will allow before contract performance is considered unsatisfactory. Also, the lot used as the basis for surveillance and payment computation is defined (Column C).

1.1.4. The primary surveillance method the Government will use to evaluate Contractor's performance in meeting the contract requirements (Column D).

1.1.5. The percentage of the contract price that each listed required service task represents (Column E). This percentage would also represent the maximum amount of deduction that could be taken for unsatisfactory performance.

1.1.6. The procedure the Government will use in reducing the Contractor's monthly payment if the Contractor does not render satisfactory performance.

2.1. GOVERNMENT QUALITY ASSURANCE PROCEDURES. Contractor performance will be compared to the contract requirements and standards (Column C, PRS), using the Government's Quality Assurance Surveillance Plan (QASP) and the Contractor's Quality Control Plan. The Government's quality assurance procedures will be based on random sampling of recurring critical output products of the contract; and checklist surveillance based on periodic reviews/observations (i.e., daily, weekly, monthly, quarterly, etc.). Whether surveilled by random sampling or by checklist, if the percentage or number of defects in the Contractor's performance exceeds the AQL for the month, the Contractor shall be required to respond to a Contract Discrepancy Report (CDR) IAW 7.1 of this PRS.

2.1.1. Random sampling is based on the sample size (total number of times a service is required during a specific timeframe multiplied by the daily sample size) and AQL for each contract.

2.1.2. Checklists are keyed to each service task under surveillance.

3.1. DETERMINING THE NUMBER OF DEFECTS THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT.

3.1.1. Random Sampling Method. The random sampling method is used to surveil Shelf Stocking PRS (1). Table 1 shows sample sizes per day and AQLs, keyed to number of commissary operating days per week. These sample sizes and AQLs are derived from charts in MIL-STD-105. No further reference to MIL-STD-105 is required to determine sample sizes or AQLs.

3.1.2. Checklist Method. When the method of surveillance is checklist, the number of defects that will cause less than maximum payment will be determined as follows:

3.1.2.1. If the AQL is a constant number of defects (for example, two defects), the AQL plus one or more additional defects (for example, three defects) will cause less than maximum payment.

3.1.2.2. If the AQL is a percentage value, it will be multiplied by the lot size to determine the number of defects that will allow maximum payment. One or more additional defects will render the performance unsatisfactory and cause less than the maximum payment.

3.1.3. Rounding Percentages in Computations. When determining the percentage of a lot found unacceptable, round any decimal value of .0005 or greater up to the nearest hundredth/tenth of percent; and round any decimal value less than .0005 down to the nearest hundredth/tenth of percent. For instance, round .0175 or .0176 up to .018/1.8%; and round .0174 down to .017/1.7%. Round dollar values similarly, up or down, to the nearest whole cent.

4.1. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE

4.1.1. At the sole election of the Government, the Contractor may be required to reperform or perform late, at no additional cost to the Government, any or all defective or incomplete work disclosed by Government inspection. The Government will notify the Contractor promptly after inspection that specified defective services are required to be reperformed or performed late, and completed within a reasonable time as specified by the Government. In such cases, the Government will reinspect work and the Contractor may be held liable for any Government costs or damages associated with the reinspection.

4.1.2. When the Government requires re-performance or late performance because of defective service disclosed by random sampling inspection, the Government will not modify the original inspection results.

4.1.3. When the Government requires reperformance or late performance of any or all defective service in a lot disclosed by checklist inspections, the Contractor shall resubmit the portion reperformed for reinspection. Upon reinspection, the Government will revise the original inspection results to reflect the resubmitted service lot.

4.1.4. If the Government determines that it will not be possible to allow the Contractor to reperform or to perform late, the Contractor will have to bear the consequences of poor performance, even if this might result in the Government issuing a CDR and reducing payment to the Contractor.

5.1. CONTRACTOR PAYMENT. When the AQL is exceeded, payment for services required will be calculated and reduced as follows:

5.1.1. Services Surveilled by Random Sampling. The Government will use the following formula when determining the amount of deduction for exceeding the AQL:

STORE: Camp Swampy Commissary

FOR: Perform Shelf Stocking Operations (6 operating days per week) 1(a) Cleaning & Dusting, Rotation and Nearest Case Stocking

Sample Size = 500 (# of days the Contractor is required to perform X the # of samples specified in table)

AQL = See Table for PRS (1)

Acceptance Level: 10 or less per month

Reject Level: 11 or more per month

1.	Contract line item cost per month (# cases stocked X contract unit price per case)	\$35,100.00
2.	Maximum payment % for this service (PRS, Column E)	17.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$5,967.00
4.	Total number of defects found by the QAE	18
5.	Percent found unacceptable (Line 4 divided by sample size = .036 or 3.6 %)	3.6%
6.	Amount of deduction (Line 3 X Line 5)	\$214.81
7.	Total payment due for the month (Line 3 minus Line 6)	\$5,752.19

5.1.2. Services Surveilled by Checklist. The Government will use the following formula when determining the amount of deduction for exceeding the AQL:

STORE: Camp Swampy Commissary

FOR: Perform Sales Area Floor Care

Lot Size: 550,000 SF (22,000 SF X 25 Days Contractor required to perform per month)

AQL: 1 % (550,000 X .01 = 5,500 SF)

Acceptance Level: 5,500 SF or less

Reject Level: 5,501 SF or more

1.	Contract line item cost per month	\$13,500.00
2.	Maximum payment % for this service (PRS, Column E)	55.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$7,425.00
4.	Total number of defects found by the QAE per month	9,575 SF
5.	Percent found unacceptable (Line 4 divided by lot size = .0174 or 1.74%)	1.74%
6.	Amount of deduction (Line 3 X Line 5)	\$129.20
7.	Total payment due for the month (Line 3 minus Line 6)	\$7,295.80

STORE: Camp Swampy Commissary

FOR: Replenishment Stocking and Stock Availability

Lot Size = 25 days (# of days the Contractor is required to perform)

AQL = 1 defect per month

Acceptance Level: 1

Reject Level: 2

1.	Contract line item cost per month (# cases stocked X contract unit price per case)	\$35,100.00
2.	Maximum payment % for this service (PRS, Column E)	20.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$7,020.00
4.	Total number of defects found by the QAE	5
5.	Percent found unacceptable (Line 4 divided by lot size = .20 or 20 %)	20%
6.	Amount of deduction (Line 3 X Line 5)	\$1,404.00
7.	Total payment due for the month (Line 3 minus Line 6)	\$5,616.00

STORE: Camp Swampy Commissary

FOR: Receiving/Storage/Holding Area Operations

Lot Size = 200 tasks (the total number of RSHA tasks that the Contractor is required to perform in a month)

AQL = 5% of the total number of RSHA tasks that the Contractor is required to perform in a month

Acceptance Level: 10 or less defects per month

Reject Level: 11 or more defects per month

1.	Contract line item cost per month	\$30,000.00
2.	Maximum payment % for this service (PRS, Column E)	100.00%
3.	Maximum payment for this service (Line 1 X Line 2)	\$30,000.00
4.	Total number of defects found by the QAE	32
5.	Percent found unacceptable (Line 4 divided by lot size = .16 or 16.0 %)	16%
6.	Amount of deduction (Line 3 X Line 5)	\$4,800.00
7.	Total payment due for the month (Line 3 minus Line 6)	\$25,200.00

5.1.3. Computation for Payment for Excess Overwrites:

The Contractor shall be entitled to invoice the Government for the number of cases exceeding the estimated monthly overwrite percentage. The price per case for invoiced overwrites shall be a percent of the current per-case stocking price, as indicated on Schedule B of this contract. There shall be no claims against the Government when overwrites are at or below the estimated percentage for any month.

Payment for excess overwrite cases shall be calculated as follows (5% has been used as the percentage of overwrite cases estimated per month and 30% of the per-case stocking price has been used as the basis for payment in the example below):

a. Multiply the total monthly cases available for stocking from Column 1 of the Shelf Cases Stocked form (case count sheet) and any case(s) that the Government specifically directs the Contractor to stock, as stated in 4.3.3.8., by the estimated overwrite percentage to determine the "allowable overwrites". (e.g., $43,000 \times 5\% = 2,150$)

b. Subtract the allowable overwrites from the total actual overwrites recorded for the month to determine the number of overwrites in excess of the estimated overwrite percentage. (e.g., $3,100 - 2,150 = 950$)

c. Calculate the case price for excess overwrites. Multiply the current shelf stocking case price by 30% (e.g., $\$0.6098 \times 30\% = \0.18294)

d. Multiply the number of excess overwrite cases by the calculated case price for excess overwrites. (e.g., $950 \times \$0.18294 = \173.79)

e. The contractor shall be entitled to invoice the Government for excess overwrites calculated in the above manner. The amount for excess overwrites shall be recorded on the monthly DD Form 250. (e.g., \$173.79)

6.1. CONTRACTOR DAMAGE TO COMMISSARY MERCHANDISE. Paragraphs 4.2.1. and 4.2.2. of the PWS establish the Contractor's responsibility to control damage to commissary merchandise. Each day of Contractor operation, the QAE shall check for merchandise damaged by the Contractor. If the QAE finds any damage that can be attributed to the Contractor, the QAE shall record the adjusted or full retail value of each item found. In accordance with 4.2.2., if the QAE establishes that merchandise has expired as a result of the Contractor's failure to properly rotate units, the QAE shall include the adjusted or full retail value of this expired merchandise as part of Contractor-caused damage, regardless of whether this expired merchandise was found during random sampling surveillance, or by means other than random sampling. If an item that a Contractor has damaged is a total loss, record the full retail value of the item. If an item that a Contractor has damaged can be sold at a reduced price, the QAE will record only the "lost value" as Contractor-caused damage. For instance, if an item that a Contractor has damaged has an original retail value of \$1.00, and cannot be sold at a reduced price, the QAE will record the full retail value of \$1.00 as contractor-caused damage. If an item with an original retail value of \$1.00 is marked down to sell at \$0.60, the QAE will record only the "lost value" of \$0.40 as Contractor-caused damage. The Contractor shall initial each dollar value that the QAE records as Contractor-caused damage, to indicate that the Contractor accepts the value recorded as Contractor-caused damage. The QAE shall provide to the Contracting Officer the item nomenclature, UPC, quantity, full retail value for

each damaged item, and a total of the value of Contractor-damaged items for the month. As appropriate, the Contracting Officer will make a deduction from Contractor payment IAW the Table shown below.

TOTAL CURRENT MONTH'S SALES	MONTHLY MAXIMUM DAMAGE ALLOWANCE	DEDUCTION FOR DAMAGE
A	B	C
0 - \$2,000,000	\$100	Dollar for dollar in excess of
\$2,000,001 – above	\$200	the value shown in Column B.

7.1. CONTRACT DISCREPANCY REPORT (CDR). If, at the end of a surveillance month, the surveillance record for a PRS item for that surveillance month indicates a number of defects that exceeds the AQL, the QAE shall prepare a proposed CDR. The QAE shall submit each proposed CDR, together with supporting documentation, to the Contracting Officer. Upon validation/approval of the CDR, the Contracting Officer will officially issue it to the Contractor. The Contractor shall reply, in writing, within 10 working days from receipt of any CDR, indicating corrective actions taken to prevent recurrence. The Contracting Officer will evaluate the Contractor's response and determine if full payment, partial payment, or the contract termination process is applicable. The Contractor's failure to reply will be considered as concurrence with a CDR. The Government specifically reserves the right to make a temporary partial payment for services performed prior to receipt and evaluation of a Contractor response to a CDR.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHARTS

PRS charts for shelf stocking, receiving/storage/holding area, and custodial operations are on the following pages.

SHELF STOCKING OPERATIONS

PERFORMANCE REQUIREMENTS SUMMARY

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
<p>(1) Perform Shelf Stocking Operations</p> <p>1(a) Cleaning & Dusting, Rotation and Nearest Case Stocking</p> <p>1(b) Methods of Stocking and Placement</p>	<p><u>1(a) 4.3.3.1. Cleaning & Dusting</u> <u>4.3.3.3. - 4.3.3.3.1. Merchandise Rotation</u> <u>4.3.3.2.1.1. Half Cases/Half Cases Remaining</u></p> <p><u>1(b) 4.3.3.2.-4.3.3.2.1., 4.3.3.2.2.-4.3.3.2.4. Methods of Stocking and Placement</u></p>	<p>*See the Table 1 below for the sample size per day and AQLs.</p> <p>The sample size is determined by multiplying the daily sample size by the number of days per month the Contractor performs night shelf stocking functions.</p>	<p>Random Sample</p>	<p>1(a) 17%</p> <p>1(b) 53%</p>
<p>(2) Returning Merchandise to Appropriate Locations</p>	<p><u>4.3.3.10. Returning Merchandise to Appropriate Locations</u></p>	<p>0 defect</p> <p>The lot size is the number of days that the Contractor is required to perform per month. Performance is assessed on a daily basis. A defect is defined as 21 or more units misplaced on any day that the Contractor is required to perform.</p>	<p>Checklist</p>	<p>5%</p>
<p>(3) Disposal of Cardboard and Waste Materials</p>	<p><u>4.3.3.11. - 12. Disposal of Cardboard and Waste Materials</u></p>	<p>0 defect</p> <p>The lot size is the number of days that the Contractor is required to perform per month.</p>	<p>Checklist</p>	<p>5%</p>
<p>(4) Replenishment Stocking and Stock Availability</p>	<p><u>4.3.3.15.2. Replenishment Stocking</u></p>	<p>1 defect</p> <p>The lot size is the number of days per month that the Contractor is required to perform day shelf stocking.</p>	<p>Checklist</p>	<p>20%</p>

***Table 1**

Comsy Op Days Per Week	Samples Per Stocking Day	Monthly AQL	
		Accept	Reject
5 day	16	7	8
6 day	20	10	11
7 day	27	14	15

“Comsy Op Days per Week” refers to commissary operating schedule. A QAE in a commissary that has a normal operating schedule of five days per week will randomly sample 16 items on each day that the Contractor performs shelf stocking. A QAE in a commissary that has a normal operating schedule of six days per week will randomly sample 20 items on each day that the Contractor performs shelf stocking. A QAE in a commissary that has a normal operating schedule of seven days per week will randomly sample 27 items on each day that the Contractor performs shelf stocking. Sample size for a month is the number of samples per day times the number of days that the Contractor performs shelf-stocking operations in a month.

RECEIVING/STORAGE/HOLDING AREA OPERATIONS

PERFORMANCE REQUIREMENTS SUMMARY

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
(5) Perform Receiving/Storage/Holding Area Operations	4.4.2.2. Offload Trucks 4.4.2.3. Prepare Merchandise for Government Receipt 4.4.2.4. Transport Merchandise 4.4.2.5. - 4.4.2.5.1. Segregate Merchandise 4.2.2.7. Store Merchandise 4.4.2.8. Pull Merchandise 4.4.2.11. Pallets [T] 4.4.3.2. 4.4.3.3.1. 4.4.3.4., and 4.4.3.4.1. Equipment Maintenance and Repair	<p style="text-align: center;">5%</p> <p>The lot size is the number of tasks that the Contractor is required to perform per month.</p> <p>See note below.</p>	Checklist	100%

The Government will count each of the eight paras/descriptions listed as one task per each day that the Contractor performs the task, e.g., Offload is one task per each day that the Contractor is required to perform that task, Store Merchandise is one task per each day that the Contractor is required to perform that task, etc.

**CUSTODIAL OPERATIONS
SUMMARY**

PERFORMANCE REQUIREMENTS

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
(6) Perform sales area floor care as shown in <u>Exhibit 4-6-1</u>	IAW frequencies and standards shown in <u>Exhibit 4-6-1</u>	1% The lot size is the number of square feet X the number of days that the Contractor is required to perform per month.	Checklist	55%
(7) Perform all Custodial Operations, excluding sales area floor care and meat, as shown in <u>Exhibits 4-6-2, 4-6-3, and 4-6-4</u>	IAW frequencies and standards shown in <u>Exhibits 4-6-2, 4-6-3, and 4-6-4</u>	5% The lot size is the total number of tasks that the Contractor is required to perform per month. See notes 1 and 2.	Checklist	25%
(8) Perform Meat Custodial Operations as shown in <u>Exhibit 4-6-5</u>	IAW frequencies and standards shown in <u>Exhibit 4-6-5</u>	0 defects The lot size is the total number of tasks that the Contractor is required to perform per month. See note 1.	Checklist	20%

1. The total number of tasks for a particular month is the total of all tasks of every frequency that the Contractor is required to perform in that month. Tasks required at daily, weekly, and monthly frequency are counted every month IAW the custodial schedule that the Contractor has provided to the Government. Tasks required at less than monthly frequency are counted only in months in which the Contractor has scheduled performance of these tasks IAW the custodial schedule that the Contractor has provided to the Government. The computation for any month is as follows: (# daily tasks X the number of days scheduled)+(# weekly tasks X the number of instances scheduled)+(# monthly tasks X 1)+ (# tasks required at less than monthly frequency that are scheduled for completion during a particular month)=total tasks/lot size.

2. The Government will surveil all daily and other frequency floor care and outside clean up in PRS 7 as one daily task. The Contractor will have performed this daily task satisfactorily if the QAE finds no more than 2 percent of the total square footage that the Contractor is required to clean on a day not cleaned satisfactorily. For instance, if on a particular day a Contractor is required to clean 25,000 sq. ft. in the RSHA, and 10,000 sq. ft. in outside areas, for a total of 35,000 sq. ft., this daily task will be assessed as satisfactory as long as the QAE does not identify more than 2 percent of this 35,000 sq. ft. (35,000 x .02 = 700 sq. ft.) as not cleaned IAW the standards for the various areas that make up this 35,000 sq. ft. total. If, in this situation, a QAE finds more than 700 sq. ft. that the Contractor had not cleaned properly, the QAE shall issue an UNSAT for this daily task. The total square footage and associated variance for this task could change from day to day if one day's total includes only square footage done at a daily frequency, e.g., 35,000 sq. ft.; and another day's total includes square footage done at a daily frequency plus square footage done at a weekly frequency, e.g., 35,000 sq. ft. plus a combined total of 2,000 sq. ft. in office space, restrooms, and locker rooms = 37,000 sq. ft. x .02 = 740 sq. ft. If, in this situation, a QAE finds more than 740 sq. ft. that the Contractor has not cleaned properly, the QAE shall issue an UNSAT for this daily task.