


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   87	
2. CONTRACT (Proc. Inst. Ident.) NO. HDEC0816C0002P00037		3. EFFECTIVE DATE 09 Mar 2018		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE		
5. ISSUED BY DEFENSE COMMISSARY AGENCY STORE SERVICES SUPPORT DIVISION 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC08	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CRESCENT RESOURCES, LLC. LEONARD CABRERA 650 POYDRAS STREET SUITE 2317 NEW ORLEANS LA 70130-6178				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Block 12</b>
CODE 5ABC4		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW DFAS - CVDAAA/CO P.O. BOX 369016 COLUMBUS OH 43236-9016		
11. SHIP TO/MARK FOR MCGUIRE COMMISSARY 3453 BROIDY ROAD MCGUIRE AFB NJ 08641-5308		CODE HQCNEW	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 <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$12,829,122.14 EST</b>
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	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE	47		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE						
17. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 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. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>HDEC08-15-R-00120002</u>  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms 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 bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)		
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER GINNA L THOMAS / CONTRACTING OFFICER TEL: (804) 734-8000 ext 48546 EMAIL: ginna.thomas@deca.mil		
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 29-Oct-2015

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**IMPORTANT INFORMATION  
FREEDOM OF INFORMATION ACT (FOIA)**

Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN or Sub-CLIN), within the Agency's electronic reading room located at [www.commissaries.com](http://www.commissaries.com) and on the Government Point of Entry (GPE) [www.fbo.gov](http://www.fbo.gov) .

Unexercised Option year prices will not be published.

This action is taken to ensure contract award information is available to the general public pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act.

Be advised that the contract(s) resulting from this solicitation will be posted at two distinct points during the procurement cycle:

**RECENT CONTRACT AWARDS:** The first posting will take place immediately after the contracts are awarded and will contain only the base year pricing.

**HISTORICAL PRICING:** The second posting will take place when it is time for re-solicitation of an existing contract and will contain all CLIN and Sub-CLIN prices for the base period and all exercised options from the contract(s) under re-solicitation.



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		36,799	Case	\$0.4235	\$15,584.38 EST

OVERWRITES

FFP

Overwrites (cases exceeding 7% of the total monthly cases, IAW paragraph 4.3.3.8 of the PWS @ the unit price of 60% of the case price reflected in subline AA above). NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW02480001

S299

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NET AMT	\$15,584.38 (EST.)
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ACRN AA

\$415.88

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		100	Hours	\$26.52	\$2,652.00 EST

INVENTORY PREPARATION

FFP

Perform Inventory Preparation Services in accordance with Attachment 1, PWS. NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW02480001

S299

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NET AMT	\$2,652.00 (EST.)
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ACRN AA

\$2,611.69

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		12	Months	\$12,214.21	\$146,570.52
	RECEIVING/STORAGE/HOLDING AREA				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$146,570.52

ACRN AA \$146,570.52  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		14	Hours	\$29.44	\$412.16 EST
	MATERIAL HANDLING SUPPORT (MHE)				
	FFP				
	Perform MHE support for inventories in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$412.16 (EST.)

ACRN AA \$279.68  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	CUSTODIAL-ADMIN/STORE/PATRON AREA FFP Perform Custodial Operations EXCLUDING the Meat Processing, Preparation, and Wrapping Area, RSHA, and Outside Areas in accordance with Attachment 1, PWS.  FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	12	Months	\$35,446.13	\$425,353.56

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NET AMT \$425,353.56

ACRN AA \$425,353.56  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	CUSTODIAL-MEAT PROCESSING ROOM FFP Perform Meat Processing, Preparation and Wrapping Area Custodial tasks in accordance with Attachment 1, PWS.  FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	12	Months	\$3,186.17	\$38,234.04

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NET AMT \$38,234.04

ACRN AA \$38,234.04  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	CUSTODIAL-RSHA AND OUTSIDE AREAS FFP Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	12	Months	\$1,194.81	\$14,337.72

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NET AMT \$14,337.72

ACRN AA \$14,337.72  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SERVICES: NON-PERSONAL FFP Provide all of the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding, and custodial operations for the McGuire AFB Commissary located in McGuire AFB, New Jersey, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.  OPITION YEAR ONE: December 1, 2016 through November 30, 2017 PURCHASE REQUEST NUMBER: HQCNEW02480001				\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		947,468	Case	\$0.7957	\$753,900.29 EST

SHELF STOCKING SERVICES  
 FFP  
 Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1, PWS. NOTE: The quantity shown is an ESTIMATED quantity.  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW02480001  
 S299

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NET AMT \$753,900.29 (EST.)

ACRN AB \$728,630.93  
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		36,799	Case	\$0.4774	\$17,567.84 EST

OVERWRITES  
 FFP  
 Overwrites (cases exceeding 7% of the total monthly cases, IAW paragraph 4.3.3.8 of the PWS @ the unit price of 60% of the case price reflected in subline AA above). NOTE: The quantity shown is an ESTIMATED quantity.  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW02480001  
 S299

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NET AMT \$17,567.84 (EST.)

ACRN AB \$12.41  
 CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		100	Hours	\$31.40	\$3,140.00 EST
	INVENTORY PREPARATION				
	FFP				
	Perform Inventory Preparation Services in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$3,140.00 (EST.)

ACRN AB \$2,708.25  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		12	Months	\$12,944.74	\$155,336.88
	RECEIVING/STORAGE/HOLDING AREA				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$155,336.88

ACRN AB \$153,875.82  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		12	Months	\$8,511.51	\$102,138.12
	CUSTODIAL-MEAT PROCESSING ROOM				
	FFP				
	Perform Meat Processing, Preparation and Wrapping Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$102,138.12

ACRN AB \$96,812.78  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH		12	Months	\$3,417.23	\$41,006.76
	CUSTODIAL-RSHA AND OUTSIDE AREAS				
	FFP				
	Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$41,006.76

ACRN AB \$38,784.34  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ		1	Each	\$13,951.33	\$13,951.33

Retroactive Compensation - CBA

FFP

This subline item is established to incorporate price adjustments in accordance with the Collective Bargaining Agreement, dated December 1, 2016 through November 30, 2020, which reflects increases in the minimum wage rates for the Store Worker I, Forklift Operator, and Janitor. The contractor is retroactively compensated for the difference in rendering services for shelf stocking operations, RSHA, and Custodial Operations during the one-month period of performance December 1, 2016 - December 31, 2016, as follows:.

1. Shelf Stocking Operations:

Old unit price = \$0.7058

New unit price = \$0.7957

Difference = \$0.0899

Total shelf stocking cases for December 1, 2016 through December 31, 2016 = 68,855 cases x \$0.0899 (difference) = \$6,190.06 due to contractor

2. RSHA Operations:

Old unit price = \$12,214.21

New unit price \$12,944.74

Difference = \$730.53

Total RSHA months = 1 month x \$730.53 (difference) = \$750.53 due to contractor

3. Main Store Custodial Operations:

Old unit price = \$35,446.13

New unit price = \$34,909.11

Difference = \$(537.02)

Total Main Custodial months = 1 month x -537.02 (difference) = -\$537.02 due to DeCA

4. Meat Custodial Operations:

Old unit price = 3,186.17

New unit price = \$8,511.51

Difference = \$5,325.34

Total Meat Custodial months = 1 month x \$5,325.34 (difference) = \$5,325.34 due to contractor

5. RSHA Custodial Operations:

Old unit price = \$1,194.81

New unit price = \$3,417.23 difference = 2,222.42

Total RSHA Custodial months = 1 month x \$2,222.42 (difference) = \$2,222.42 due to contractor

Grand Total Due: \$13,951.33

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW02480001

S299

NET AMT

\$13,951.33

ACRN AB  
CIN: 00000000000000000000000000000000

\$13,951.33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK	Bereavement Leave - Store Worker I FFP Shelf Stocking-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Stocker personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$31.40	\$502.40 EST

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NET AMT \$502.40 (EST.)

ACRN AB  
CIN: 00000000000000000000000000000000

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL	Bereavement Leave - Forklift Operator FFP Forklift Operator-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Forklift Operator personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$34.05	\$544.80 EST

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NET AMT \$544.80 (EST.)

ACRN AB \$0.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM	Bereavement Leave Custodian (Janitor) FFP RSHA-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Custodian (Janitor) Laborer personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$27.06	\$432.96

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NET AMT \$432.96

ACRN AB \$0.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN		3,112.81	Hours	\$31.40	\$97,742.23

Category Reset – Store Worker I  
 FFP  
 Additional hours for Store Worker I are required to support Category Performance Improvement resets that may occur during the performance period.

NOTE: The quantity shown is an ESTIMATED quantity

FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW02480001  
 S299

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NET AMT \$97,742.23

ACRN AB \$7,190.91  
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					\$0.00

SERVICES: NON-PERSONAL  
 FFP  
 Provide all of the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding, and custodial operations for the McGuire AFB Commissary located in McGuire AFB, New Jersey, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.

OPTION YEAR TWO: December 1, 2017 through November 30, 2018  
 PURCHASE REQUEST NUMBER: HQCNEW02480001

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NET AMT \$0.00





ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	INVENTORY PREPARATION FFP Perform Inventory Preparation Services in accordance with Attachment 1, PWS. NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	100	Hours	\$33.26	\$3,326.00 EST

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NET AMT \$3,326.00 (EST.)

ACRN AC \$0.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	RECEIVING/STORAGE/HOLDING AREA FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	12	Months	\$13,173.38	\$158,080.56

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NET AMT \$158,080.56

ACRN AD \$158,080.56  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		14	Hours	\$35.50	\$497.00 EST
	MATERIAL HANDLING SUPPORT (MHE)				
	FFP				
	Perform MHE support for inventories in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$497.00 (EST.)

ACRN AD \$0.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		12	Months	\$36,808.28	\$441,699.36
	CUSTODIAL-ADMIN/STORE/PATRON AREA				
	FFP				
	Perform Custodial Operations EXCLUDING the Meat Processing, Preparation, and Wrapping Area, RSHA, and Outside Areas in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$441,699.36

ACRN AE \$441,699.36  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		12	Months	\$8,974.56	\$107,694.72
	CUSTODIAL-MEAT PROCESSING ROOM				
	FFP				
	Perform Meat Processing, Preparation and Wrapping Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$107,694.72

ACRN AE \$107,694.72  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH		12	Months	\$3,603.14	\$43,237.68
	CUSTODIAL-RSHA AND OUTSIDE AREAS				
	FFP				
	Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$43,237.68

ACRN AE \$43,237.68  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL	Bereavement Leave - Janitor FFP RSHA-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Custodian (Janitor) Laborer personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$28.78	\$460.48

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NET AMT \$460.48

ACRN AE \$0.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM	Category Reset - Store Worker I FFP Additional hours for Store Worker I are required to support Category Performance Improvement resets that may occur during the performance period. FOB: Destination S299	788	Hours	\$33.26	\$26,208.88

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NET AMT \$26,208.88

ACRN AC \$7,222.74  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					\$0.00

OPTION

SERVICES: NON-PERSONAL

FFP

Provide all of the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding, and custodial operations for the McGuire AFB Commissary located in McGuire AFB, New Jersey, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.

OPTION YEAR THREE: December 1, 2018 through November 30, 2019

PURCHASE REQUEST NUMBER: HQCNEW02480001

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		445,497	Case	\$0.8629	\$384,419.36 EST

SHELF STOCKING SERVICES (Dec - Mar)

FFP

Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1, PWS. NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW02480001

S299

NET AMT

\$384,419.36 (EST.)

ACRN AF

\$384,419.36

CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		4	Months	\$13,363.75	\$53,455.00
	Receiving/Storage/Holding Area Dec - Mar				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$53,455.00

ACRN AG \$53,455.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		14	Hours	\$36.69	\$513.66 EST
	MATERIAL HANDLING SUPPORT (MHE)				
	FFP				
	Perform MHE support for inventories in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$513.66 (EST.)

ACRN AG \$0.00  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		12	Months	\$38,207.42	\$458,489.04
	CUSTODIAL-ADMIN/STORE/PATRON AREA				
	FFP				
	Perform Custodial Operations EXCLUDING the Meat Processing, Preparation, and Wrapping Area, RSHA, and Outside Areas in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$458,489.04

ACRN AH \$458,489.04  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG		12	Months	\$9,315.70	\$111,788.40
	CUSTODIAL-MEAT PROCESSING ROOM				
	FFP				
	Perform Meat Processing, Preparation and Wrapping Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$111,788.40

ACRN AH \$111,788.40  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH		12	Months	\$3,740.10	\$44,881.20
	CUSTODIAL-RSHA AND OUTSIDE AREAS				
	FFP				
	Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$44,881.20

ACRN AH \$44,881.20  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ		16	Hours	\$34.65	\$554.40
	Bereavement Leave - Store Worker I				
	FFP				
	Shelf Stocking-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Stocker personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$554.40

ACRN AF \$498.27  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK	Bereavement Leave - Forklift Operator FFP Forklift Operator-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Forklift Operator personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$36.69	\$587.04

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NET AMT \$587.04

ACRN AG \$0.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AL	Bereavement Leave - Custodial (Janitor) FFP Custodial-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Janitor personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$30.05	\$480.80

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NET AMT \$480.80

ACRN AH \$0.00  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AP	RECEIVING/STORAGE/HOLDING AREA (Apr-Nov) FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS. FOB: Destination S299	8	Months	\$29,722.27	\$237,778.16

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NET AMT \$237,778.16

ACRN AG \$237,778.16  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AQ	Category Reset - Store Worker I FFP To compensate the contractor for Category Performance Improvement Reset hours that occurred during the performance period. FOB: Destination S299	30	Hours	\$34.65	\$1,039.50

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NET AMT \$1,039.50

ACRN AF \$1,030.84  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		36,799	Case	\$0.5562	\$20,467.60 EST

OVERWRITES

FFP

Overwrites (cases exceeding 7% of the total monthly cases, IAW paragraph 4.3.3.8 of the PWS @ the unit price of 60% of the case price reflected in subline AA above). NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW02480001

S299

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NET AMT	\$20,467.60 (EST.)
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ACRN AM

\$20,467.60

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		100	Hours	\$36.26	\$3,626.00 EST

INVENTORY PREPARATION

FFP

Perform Inventory Preparation Services in accordance with Attachment 1, PWS.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW02480001

S299

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NET AMT	\$3,626.00 (EST.)
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ACRN AM

\$3,626.00

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD		12	Months	\$30,719.49	\$368,633.88
	RECEIVING/STORAGE/HOLDING AREA				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$368,633.88

ACRN AK \$368,633.88  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE		14	Hours	\$38.37	\$537.18 EST
	MATERIAL HANDLING SUPPORT (MHE)				
	FFP				
	Perform MHE support for inventories in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$537.18 (EST.)

ACRN AK \$537.18  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF		12	Months	\$39,921.25	\$479,055.00
	CUSTODIAL-ADMIN/STORE/PATRON AREA				
	FFP				
	Perform Custodial Operations EXCLUDING the Meat Processing, Preparation, and Wrapping Area, RSHA, and Outside Areas in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$479,055.00

ACRN AL \$479,055.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG		12	Months	\$9,733.56	\$116,802.72
	CUSTODIAL-MEAT PROCESSING ROOM				
	FFP				
	Perform Meat Processing, Preparation and Wrapping Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$116,802.72

ACRN AL \$116,802.72  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH		12	Months	\$3,907.87	\$46,894.44
	CUSTODIAL-RSHA AND OUTSIDE AREAS				
	FFP				
	Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$46,894.44

ACRN AL \$46,894.44  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ		16	Hours	\$36.26	\$580.16 EST
	Bereavement Leave - Store Worker I				
	FFP				
	Shelf Stocking-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Stocker personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW02480001				
	S299				

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NET AMT \$580.16 (EST.)

ACRN AM \$580.16  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK	Bereavement Leave - Forklift Operator FFP Forklift Operator-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Forklift Operator personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$38.37	\$613.92 EST

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NET AMT \$613.92 (EST.)

ACRN AK \$613.92  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AL	Bereavement Leave-Custodial (Janitor) FFP Custodial-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Janitor personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299	16	Hours	\$31.74	\$507.84 EST

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NET AMT \$507.84 (EST.)

ACRN AL \$507.84  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AM	CLICK2GO Services FFP	5,500	Hours	\$36.60	\$201,300.00 EST
	Order Filler for CLICK2GO Services. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY. FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299				

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NET AMT \$201,300.00 (EST.)

ACRN AN \$201,300.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AN	Custodial Ops (Store/Admin) EOD/Leap Yr. FFP	1	Days	\$1,319.71	\$1,319.71 EST
	Performed custodial operations (admin area) to support the additional operating day Leap Day Holiday February 29, 2020 during the period of performance December 1, 2019 through November 30, 2020. (NOTE: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW02480001 S299				

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NET AMT \$1,319.71 (EST.)

ACRN AL \$1,319.71  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AR		50	Hours	\$38.37	\$1,918.50 EST

Late Truck-Forklift Operator  
 FFP  
 Additional labor hours incurred in support of Late Trucks during the period of performance. Commissary officials verified/signed the sign-in/sign-out sheets submitted for reimbursement of hours expended. (NOTE: The quantity shown is an estimated quantity.)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW02480001  
 S299

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NET AMT	\$1,918.50 (EST.)
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ACRN AK	\$1,918.50
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					\$0.00

SERVICES:NON-PERSONAL  
 FFP  
 Provide all of the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding, and custodial operations for the McGuire AFB Commissary located in McGuire AFB, New Jersey, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.

SIX MONTH EXTENSION: December 1, 2020 through May 31, 2021

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA		1,358,520	Case	\$0.9941	\$1,350,504.73 EST

SHELF STOCKING SERVICES  
 FFP  
 Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1, PWS. NOTE: The quantity shown is an ESTIMATED quantity.  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW16038  
 S299

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NET AMT	\$1,350,504.73 (EST.)
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ACRN AP	\$1,350,504.73
CIN: HQCNEW160380001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		18,400	Case	\$0.59646	\$10,974.86 EST

OVERWRITES  
 FFP  
 Overwrites exceeding 7% of the total monthly cases per 4.3.3.8. of the PWS will be paid a unit price of 60% of the case price. (The QUANTITY shown is an ESTIMATED QUANTITY.)  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW16038  
 S299

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NET AMT	\$10,974.86 (EST.)
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ACRN AP	\$10,974.86
CIN: HQCNEW160380002	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC		100	Hours	\$37.25	\$3,725.00 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: HQCNEW16038				
	S299				

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NET AMT \$3,725.00 (EST.)

ACRN AP \$3,725.00  
CIN: HQCNEW160380003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD		6	Months	\$32,758.18	\$196,549.08
	RECEIVING/STORAGE/HOLDING AREA				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW16038				
	S299				

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NET AMT \$196,549.08

ACRN AP \$196,549.08  
CIN: HQCNEW160380004



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE		14	Hours	\$39.67	\$555.38 EST
	MATERIAL HANDLING SUPPORT (MHE)				
	FFP				
	Perform MHE support for inventories in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW16038				
	S299				

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NET AMT	\$555.38 (EST.)
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ACRN AP	\$555.38
CIN: HQCNEW160380005	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF		6	Months	\$44,588.96	\$267,533.76
	CUSTODIAL-ADMIN/STORE/PATRON AREA				
	FFP				
	Perform Custodial Operations EXCLUDING the Meat Processing, Preparation, and Wrapping Area, RSHA, and Outside Areas in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW16038				
	S299				

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NET AMT	\$267,533.76
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ACRN AQ	\$267,533.76
CIN: HQCNEW160380006	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AG		6	Months	\$10,871.64	\$65,229.84
	CUSTODIAL-MEAT PROCESSING ROOM				
	FFP				
	Perform Meat Processing, Preparation and Wrapping Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW16038				
	S299				

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NET AMT \$65,229.84

ACRN AQ \$65,229.84  
CIN: HQCNEW160380007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AH		6	Months	\$4,364.79	\$26,188.74
	CUSTODIAL-RSHA AND OUTSIDE AREAS				
	FFP				
	Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCNEW16038				
	S299				

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NET AMT \$26,188.74

ACRN AQ \$26,188.74  
CIN: HQCNEW160380008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AJ		16	Hours	\$37.25	\$596.00 EST

BEREAVEMENT LEAVE - STORE WORKER I  
 FFP  
 Shelf Stocking-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Stocker personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY.  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW16038  
 S299

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NET AMT	\$596.00 (EST.)
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ACRN AP	\$596.00
CIN: HQCNEW160380009	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AK		16	Hours	\$39.67	\$634.72 EST

BEREAVEMENT LEAVE - FORKLIFT OPERATOR  
 FFP  
 Forklift Operator-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Forklift Operator personnel). NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY.  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQCNEW16038  
 S299

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NET AMT	\$634.72 (EST.)
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ACRN AP	\$634.72
CIN: HQCNEW160380010	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AL		16	Hours	\$33.49	\$535.84 EST

BEREAVEMENT LEAVE - CUSTODIAL(JANITOR)  
FFP

Custodial-Bereavement Leave (to accommodate the use of Bereavement Leave, per the Collective Bargaining Agreement of this requirement for Janitor personnel).

NOTE: In the case of Bereavement Leave, in order to be reimbursed, the contractor must complete and submit the BEREAVEMENT LEAVE CERTIFICATION form (Attachment 3) per occurrence. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW16038  
S299

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NET AMT	\$535.84 (EST.)
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ACRN AQ	\$535.84
CIN: HQCNEW160380011	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AM		50	Hours	\$39.67	\$1,983.50 EST

LATE TRUCK - FORKLIFT OPERATOR  
FFP

Additional labor hours incurred in support of Late Trucks during the period of performance. Commissary officials verified/signed the sign-in/sign-out sheets submitted for reimbursement of hours expended. (NOTE: The quantity shown is an estimated quantity.)

FOB: Destination

PURCHASE REQUEST NUMBER: HQCNEW16038  
S299

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NET AMT	\$1,983.50 (EST.)
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ACRN AP	\$1,983.50
CIN: HQCNEW160380012	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AN	CLICK2GO Services FFP Order Filler for CLICK2GO Services. NOTE: The QUANTITY shown is an ESTIMATED QUANTITY FOB: Destination PURCHASE REQUEST NUMBER: HQCNEW16038 S299	6,000	Hours	\$37.85	\$227,100.00

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NET AMT \$227,100.00

ACRN AR \$227,100.00  
CIN: HQCNEW160380013

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

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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, McGuire AFB Commissary, 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 or 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: 97X49304J000046073231100000002528NCK000HCNEW526000CALPN600033181  
AMOUNT: \$1,267,403.49

AB: 97X49304J000046073231100000002528NCK000HCNEW633401CALPN600033181  
AMOUNT: \$1,461,267.81

AC: 97X49304J000046073231100000002528NCK000HCNEW7332S2CALPN600033181  
AMOUNT: \$1,018,292.25

AD: 97X49304J000046073231100000002576NCK000HCNEW7332R2CALPN600033181  
AMOUNT: \$158,080.56

AE: 97X49304J000046073231100000002529NCK000HCNEW7332C2CALPN600033181  
AMOUNT: \$592,631.76

AF: 97X49304J000046073231100000002528NCK000HCNEW8324S3CALPN600033181  
AMOUNT: \$1,895,562.76

AG: 97X49304J000046073231100000002576NCK000HCNEW8324R3CALPN600033181  
AMOUNT: \$291,233.16

AH: 97X49304J000046073231100000002529NCK000HCNEW8324C3CALPN600033181  
AMOUNT: \$615,158.64

AK: 97X49304J000046073231100000002576NCK000HCNEW9326R4CALPN600033181  
AMOUNT: \$371,703.48

AL: 97X49304J000046073231100000002529NCK000HCNEW9326C4CALPN600033181  
AMOUNT: \$645,030.67

AM: 97X49304J000046073231100000002528NCK000HCNEW9326S4CALPN600033181  
AMOUNT: \$1,885,274.00

AN: 97X49304J000046073211010000002527NCK000HCNEW9326P4CALPN600033181  
AMOUNT: \$201,300.00

AP: 012191 097 4930 004 N D 4J00 21\_EAST\_AREA\_WCF\_D 21\_MCGUIRE AFB COMSY NCK 254  
AMOUNT: \$1,565,523.27

AQ: 012191 097 4930 004 N D 4J00 21\_EAST\_AREA\_WCF\_D 21\_MCGUIRE AFB COMSY NCK 233  
AMOUNT: \$359,488.18

AR: 012191 097 4930 004 N D 4J00 21\_EAST\_AREA\_WCF\_D 21\_MCGUIRE AFB COMSY NCK 252  
AMOUNT: \$227,100.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	00000000000000000000000000000000	\$639,600.40
	0001AB	00000000000000000000000000000000	\$415.88
	0001AC	00000000000000000000000000000000	\$2,611.69
	0001AD	00000000000000000000000000000000	\$146,570.52
	0001AE	00000000000000000000000000000000	\$279.68
	0001AF	00000000000000000000000000000000	\$425,353.56
	0001AG	00000000000000000000000000000000	\$38,234.04
	0001AH	00000000000000000000000000000000	\$14,337.72

AB	0002AA	00000000000000000000000000000000	\$728,630.93
	0002AB	00000000000000000000000000000000	\$12.41
	0002AC	00000000000000000000000000000000	\$2,708.25
	0002AD	00000000000000000000000000000000	\$153,875.82
	0002AE	00000000000000000000000000000000	\$391.72
	0002AF	00000000000000000000000000000000	\$418,909.32
	0002AG	00000000000000000000000000000000	\$96,812.78
	0002AH	00000000000000000000000000000000	\$38,784.34
	0002AJ	00000000000000000000000000000000	\$13,951.33
	0002AK	00000000000000000000000000000000	\$0.00
	0002AL	00000000000000000000000000000000	\$0.00
	0002AM	00000000000000000000000000000000	\$0.00
	0002AN	00000000000000000000000000000000	\$7,190.91
AC	0003AA	00000000000000000000000000000000	\$1,010,848.29
	0003AB	00000000000000000000000000000000	\$221.22
	0003AC	00000000000000000000000000000000	\$0.00
	0003AJ	00000000000000000000000000000000	\$0.00
	0003AM	00000000000000000000000000000000	\$7,222.74
AD	0003AD	00000000000000000000000000000000	\$158,080.56
	0003AE	00000000000000000000000000000000	\$0.00
	0003AK	00000000000000000000000000000000	\$0.00
AE	0003AF	00000000000000000000000000000000	\$441,699.36
	0003AG	00000000000000000000000000000000	\$107,694.72
	0003AH	00000000000000000000000000000000	\$43,237.68
	0003AL	00000000000000000000000000000000	\$0.00
AF	0004AA	00000000000000000000000000000000	\$384,419.36
	0004AB	00000000000000000000000000000000	\$517.18
	0004AC	00000000000000000000000000000000	\$0.00
	0004AJ	00000000000000000000000000000000	\$498.27
	0004AM	00000000000000000000000000000000	\$1,508,797.09
	0004AN	00000000000000000000000000000000	\$300.02
	0004AQ	00000000000000000000000000000000	\$1,030.84
AG	0004AD	00000000000000000000000000000000	\$53,455.00
	0004AE	00000000000000000000000000000000	\$0.00
	0004AK	00000000000000000000000000000000	\$0.00
	0004AP	00000000000000000000000000000000	\$237,778.16
AH	0004AF	00000000000000000000000000000000	\$458,489.04
	0004AG	00000000000000000000000000000000	\$111,788.40
	0004AH	00000000000000000000000000000000	\$44,881.20
	0004AL	00000000000000000000000000000000	\$0.00
AK	0005AD	00000000000000000000000000000000	\$368,633.88
	0005AE	00000000000000000000000000000000	\$537.18
	0005AK	00000000000000000000000000000000	\$613.92
	0005AR	00000000000000000000000000000000	\$1,918.50
AL	0005AF	00000000000000000000000000000000	\$479,055.00
	0005AG	00000000000000000000000000000000	\$116,802.72
	0005AH	00000000000000000000000000000000	\$46,894.44
	0005AL	00000000000000000000000000000000	\$507.84
	0005AN	00000000000000000000000000000000	\$1,319.71
	0005AP	00000000000000000000000000000000	\$321.77
	0005AQ	00000000000000000000000000000000	\$129.19
AM	0005AA	00000000000000000000000000000000	\$1,860,600.24
	0005AB	00000000000000000000000000000000	\$20,467.60
	0005AC	00000000000000000000000000000000	\$3,626.00
	0005AJ	00000000000000000000000000000000	\$580.16
AN	0005AM	00000000000000000000000000000000	\$201,300.00
AP	0006AA	HQCNEW160380001	\$1,350,504.73
	0006AB	HQCNEW160380002	\$10,974.86
	0006AC	HQCNEW160380003	\$3,725.00
	0006AD	HQCNEW160380004	\$196,549.08
	0006AE	HQCNEW160380005	\$555.38
	0006AJ	HQCNEW160380009	\$596.00
	0006AK	HQCNEW160380010	\$634.72
	0006AM	HQCNEW160380012	\$1,983.50
AQ	0006AF	HQCNEW160380006	\$267,533.76

	0006AG	HQCNEW160380007	\$65,229.84
	0006AH	HQCNEW160380008	\$26,188.74
	0006AL	HQCNEW160380011	\$535.84
AR	0006AN	HQCNEW160380013	\$227,100.00

## 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.

## CLAUSES INCORPORATED BY FULL TEXT

### 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.

## CLAUSES INCORPORATED BY FULL TEXT

### 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.

## CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(JUNE 2012)

(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.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(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 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;

(2) 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);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(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)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

## **2in1**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

## **Destination**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>HQ0131</b>
Issue By DoDAAC	<b>HDEC08</b>
Admin DoDAAC	<b>HDEC08</b>
Inspect By DoDAAC	<b>HDEC08</b>

Ship To Code	<b>HQCNEW</b>
Ship From Code	To Be Determined
Mark For Code	<b>Not Applicable</b>
Service Approver (DoDAAC)	<b>HQCNEW</b>
Service Acceptor (DoDAAC)	<b>HQCNEW</b>
Accept at Other DoDAAC	<b>Not Applicable</b>
LPO DoDAAC	<b>Not Applicable</b>
DCAA Auditor DoDAAC	<b>Not Applicable</b>
Other DoDAAC(s)	<b>Not Applicable</b>

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**Contract Specialist: Mary Adediran, [mary.adediran@deca.mil](mailto:mary.adediran@deca.mil)**

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**Contract Specialist: Mary Adediran, [mary.adediran@deca.mil](mailto:mary.adediran@deca.mil)**

**Contracting Officer: Ginna Thomas, [ginna.thomas@deca.mil](mailto:ginna.thomas@deca.mil)**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## 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

#### 52.209-4501 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.

### CLAUSES INCORPORATED BY FULL TEXT

#### 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.

### CLAUSES INCORPORATED BY FULL TEXT

#### 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.

## CLAUSES INCORPORATED BY FULL TEXT

### 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.

## CLAUSES INCORPORATED BY FULL TEXT

### 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 New Jersey

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

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

## CLAUSES INCORPORATED BY FULL TEXT

### 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.



## CLAUSES INCORPORATED BY FULL TEXT

### 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.

## CLAUSES INCORPORATED BY FULL TEXT

### 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 McGuire AFB 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	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
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	FEB 2013
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	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
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 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
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 Country that is a State Sponsor of Terrorism	DEC 2014
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
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	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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 System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM 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 SAM 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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 SAM 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) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

#### 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

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 SAM

records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

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

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(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 SAM 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 shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph

(c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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 SAM 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 SAM. Information provided to the Contractor's SAM 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.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

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

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

#### 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.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(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 gives the Contractor a preliminary written notice of its intent to extend at least 60 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

## 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.

## 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

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

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(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. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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 date specified in the contract for exercising 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/content/table-small-business-size-standards>.

(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 representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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 SAM, or does not have a representation in SAM 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 (X) is, ( ) is not a small business concern under NAICS Code 561990- assigned to contract number HDEC08-16-C-0002.

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

(End of clause)

#### 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: [displaced@dol.gov](mailto:displaced@dol.gov).

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT  
(DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.



(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, 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 2014)

In compliance with the Service Contract Labor Standards statute 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, \$16.60  
 11150, Janitor, WG 2/2, \$17.72  
 21410, Warehouse Specialist, WG 5/2, \$21.17  
 21020, Forklift Operator, WG 5/2, \$21.17  
 21050, Material Handling Laborer, WG 2/2, \$17.72

(End of clause)

#### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United

States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

## 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

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

``United States" means the 50 states and the District of Columbia.

``Worker"--

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provideduplicate price adjustments with any price

adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(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.

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(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 System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM 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 SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM 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 SAM 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 SAM 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://farsite.hill.af.mil/>  
<https://www.acquisition.gov/far/index.html>  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

#### 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

“System for Award Management (SAM) 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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM 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 SAM 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) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business name.

(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 SAM 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) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

**22.1010 -- Notification to Interested Parties Under Collective Bargaining Agreements.**

(a) The contracting officer should determine whether the incumbent prime contractor's or its subcontractors' service employees performing on the current contract are represented by a collective bargaining agent. If there is a collective bargaining agent, the contracting officer shall give both the incumbent contractor and its employees' collective bargaining agent written notification of --

- (1) The forthcoming successor contract and the applicable acquisition dates (issuance of solicitation, opening of bids, commencement of negotiations, award of contract, or start of performance, as the case may be); or
  - (2) The forthcoming contract modification and applicable acquisition dates (exercise of option, extension of contract, change in scope, or start of performance, as the case may be); or
  - (3) The forthcoming multiple year contract anniversary date (annual anniversary date or biennial date, as the case may be).
- (b) This written notification must be given at least 30 days in advance of the earliest applicable acquisition date or the applicable annual or biennial anniversary date in order for the time-of-receipt limitations in paragraphs [22.1012-2\(a\)](#) and (b) to apply. The contracting officer shall retain a copy of the notification in the contract file.

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work Statement for Shelf Stocking, Receiving/Storage/Holding Area and Custodial Operations at the McGuire AFB Commissary	66	15-JAN-2015
Attachment 2	Wage Determination 2005-2449, Revision 15	9	22-DEC-2014

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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**PERFORMANCE WORK STATEMENT  
FOR  
SHELF STOCKING,  
RECEIVING/STORAGE/HOLDING AREA  
AND  
CUSTODIAL OPERATIONS  
AT THE  
MCGUIRE AIR FORCE BASE COMMISSARY**

**Revised April 1, 2020**



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

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- 4.1. Structural Components and Equipment
  - 4.1.1. Low Cleaning
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- 4.2. Refrigerator/Microwave Cleaning (Breakroom)
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- 5.1. Clean and Sanitize Drinking Fountains

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### 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

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13.1. Snow and Ice Removal

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

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

EXHIBIT 4-7, FACILITY LAYOUT

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5.1. CONTRACTOR PAYMENT

5.1.1. Services Surveilled by Random Sampling

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6.1. CONTRACTOR DAMAGE TO COMMISSARY MERCHANDISE

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**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 McGuire AFB Commissary located at 3453 Broidy Road, McGuire AFB, New Jersey 08641-5308, 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.

<b>Store Operational Hours/Contractor Work Schedule</b>														
<b>DAY</b>	<b>Commissary Hours</b>		<b>Day Stocking</b>		<b>Day Custodial</b>		<b>RSHA</b>		<b>Meat Custodial</b>		<b>Night Stocking</b>		<b>Night Custodial</b>	
	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>
SUN	10am	7pm	12noon	7pm	12noon	6pm	-----	-----	8pm	6am	7pm	530am	11pm	6am
MON	9am	8pm	11am	8pm	11am	7pm	6am	4pm	8pm	6am	8pm	6am	11pm	6am
TUE	9am	8pm	11am	8pm	11am	7pm	6am	4pm	8pm	6am	8pm	6am	11pm	6am
WED	9am	8pm	11am	8pm	11am	7pm	6am	4pm	8pm	6am	8pm	6am	11pm	6am
THU	9am	8pm	11am	8pm	11am	7pm	6am	4pm	8pm	6am	8pm	6am	11pm	6am
FRI	9am	8pm	11am	8pm	11am	7pm	6am	4pm	8pm	6am	8pm	6am	11pm	6am
SAT	9am	8pm	11am	8pm	11am	7pm	6am	4pm	8pm	6am	8pm	6am	11pm	6am

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



New Year's 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 (See Exhibit 4-9). 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 30-301, all accidents resulting in death, traumatic injury, or occupational illness, as a result of work performed under this contract. For damage to any Government property, the contractor shall maintain an accurate record of, and report said damage to the Store Director on DeCA Form 30-111. Regardless of whether accident reporting is relative to DeCA Form 30-301 or DeCA Form 30-111, required 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. Joint inspections (QAE and PM) are encouraged. 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 shall 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.

1.11. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING. The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the Defense Commissary Agency (DeCA)** via a secure data collection site. The Contractor is required to completely fill-in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs will be for the labor executed during the period of

performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported anytime during the FY, all data must be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>. The UIC associated with the McGuire AFB Commissary is **DCE23J** and the FSC Code is **S299**.

## 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 or an internet connection installed for internet access. The contractor shall bear all costs associated with an additional telephone line for non-local calls or the internet connection for internet access.

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 shared equipment listed at EXHIBIT 2-2, for performance of services required under this contract. The Government will ensure all shared equipment is in good working order; and complies with all applicable OSHA, DeCA, and other nationally recognized consensus standards before the Contractor begins using shared equipment.

2.3.1.2. New/Additional/Replacement Equipment. The Contractor is expected to meet contract requirements with existing shared 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.

2.3.2. Trash Receptacles and Covers

2.3.3. Baler/Compactor (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 970 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.

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

<u>ITEM/MODEL</u>	<u>QUANTITY</u>
Cardboard Baler	3
Cardboard Compactor	1
Forklift (four wheels) battery- Four Wheel	3
Powerjack	5
Pallet Jacks	42
Stocking Carts	128

**EXHIBIT 2-3  
(RESERVED)**

**EXHIBIT 2-4  
(RESERVED)**

**EXHIBIT 2-5  
(RESERVED)**

## 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, which 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 30-111, DeCA Property Damage Accident Report, by either the QAE or Store Director and forwarded to the DeCA activity safety representative.

3.2.4. Reserved

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. In addition, all chemicals (cleaning soaps, sanitizers, etc) must be listed in the NSF International (formerly National Sanitation Foundation) White Book – Non-food Compounds Listing which is available at: <http://www.nsf.org/usda/psnclistings.asp>. 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 battery powered forklifts/pallet jacks and/or manually powered pallet jacks with hard rubber or pneumatic wheels, or other equipment that does 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.

<b>Cases per month stocked to shelf (Night Stocking)</b>	<b>62,078</b>
<b>Cases per month stocked to shelf (Day Stocking)</b>	<b>222</b>
<b>Cases per month stocked to Displays From <u>4.3.3.7.</u></b>	<b>4,239</b>
<b>Total Cases per month stocked to shelf and displays:</b>	<b>66,539</b>
<b>Total Contractor-responsible line items (Night Stocking):</b>	<b>7,963</b>

- 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 market, pizza cart, 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 , 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. Use care when spraying and cleaning the shelves in order to prevent moisture damage to the Electronic Shelf Label (ESL). The Contractor shall dry wipe the Electronic Shelf Label unless the label requires additional cleaning. A damp (NOT saturated with water) cloth or paper towel using clear water can be used to wipe the surface of the ESL and the attached ESL overlay. DO NOT spray water directly onto the ESL. DO NOT USE cleaning solvents such as those used for glass or other surfaces. Commercial cleaning products can degrade the condition of the ESL and overlay and may cause the overlay to peel or become illegible. 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 that are listed in the NSF International (formerly National Sanitation Foundation) White Book–Non-food Compounds Listing, available at: <http://www.nsf.org/usda/psnclisings.asp>.

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. 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. Reserved

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 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. 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 Overwrite Cases, and Cases-Not-Stocked. The Contractor shall place 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 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. The Contractor is responsible for stocking baby formula; therefore, 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, 2005, June 16, 2005 and July 2, 2005, will be properly rotated only if all units marked June 1, 2005 are closest to the front of the shelf, all units marked June 16, 2005 are behind those marked June 1, 2005 and all units marked July 2, 2005 are behind those marked June 16, 2005. 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, 2005, June 30, 2005, July 3, 2005, July 16, 2005 and August 4, 2005, will be properly rotated if all units marked June 2005 are in front of units with a July 2005 date and all units marked August 2005 are behind those marked July 2005. 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 2006 and it is noted that items with expiration dates of April 2007 are in front of items with expiration dates of March 2007. This will not constitute an “Unsat” rating, unless these items are in front of items with current year expiration dates).**

4.3.3.3.1. **Expired Code Dates**. The Contractor shall not stock items that 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 2005" prior to the start of the first commissary business day in January 2005. The Contractor shall remove items encoded "Use/sell by January 2005," or "Do not use/sell after January 2005" or "Expires January 2005," or "January 2005" prior to the start of the first commissary business day in February 2005. 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 that 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, dust, and rotate display stock, as necessary to maintain the standards described for shelf stocking. The Contractor is not authorized to build or dismantle displays or repack and move the remaining display merchandise from the sales floor to the storage location within the RSHA.

<b>Estimated # of cases stocked per month for replenishment of displays*</b>	<b>4,239</b>
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\*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 **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 15<sup>th</sup> of the month day operations and during the overnight 15<sup>th</sup>-16<sup>th</sup> 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 16<sup>th</sup> of the 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, the 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 re-bale 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/store cardboard in an area designated by the Store Director.

4.3.3.11.1 Disposal of Plastic. Plastic is defined as shrink wrap, plastic case toppers, plastic bags, etc., that is dry and does not include cardboard, tape, metal, plastic banding straps or any other foreign material. Plastic will be placed in an area designated by the store director. During day operations, the Contractor shall continually remove from throughout the commissary sales area all plastic generated by sales activity and by Contractor stocking. During night stocking operations, the Contractor shall remove from the sales area, all plastic that is generated by Contractor stocking. The Contractor shall also dispose of all plastic generated directly from Contractor RSHA operations. The Contractor shall place collected plastic in contractor furnished clear plastic bags, which are tied shut, using the bag itself and no other material. The bag shall be punctured to allow better compression in the baler. Punctured plastic bags shall be placed in either a holding location designated by the Store Director (locations without a dedicated plastic baler) or directly in the baler (locations with a dedicated plastic baler). For locations which have a dedicated baler and regardless of the source of the plastic, the contractor shall ensure baling is accomplished when the baler is full. For locations which do not have a dedicated baler, the contractor shall implement a process by which the baling of plastic is accomplished, when there is enough plastic collected to make a bale, regardless of the source of the plastic, and the baler is void of cardboard. This will involve the requirement for the Contractor to remove the bagged plastic from the holding location and moving it to the baler. The Contractor is responsible for tying off the bales, removing bales from baler, and either moving the bales to a temporary holding location within the RSHA, or placing 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 re-bale 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 remove bags of plastic from the baler and place them in an area designated by the Store Director. **The Contractor is not responsible for collecting and bagging any plastic 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, the Contractor shall ensure that all bales have been processed prior to the end of their shift, provided sufficient plastic is available to make a bale.**

Government employees will process bales during hours when Contractor personnel are not scheduled to work and there is sufficient plastic available to make a bale.

4.3.3.12. Disposal of Waste Materials. The Contractor shall remove waste materials other than the cardboard and plastic, 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 un-stock, 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.

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 patron 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. 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. 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 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 by an FDS truck.

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. **The store participates in the DDR receiving process, which means the government receivers will count pallets of merchandise, as they are offloaded from the trucks vs. counting each individual case.**

<b>Estimated number of cases per month to OFFLOAD:</b>	
Semi-perishable cases, (a)	<b>90,291</b>
Perishable (chill & frozen) cases, (b)	<b>33,697</b>
Operating supplies cases, (c)	<b>125</b>
<b>TOTAL CASES TO OFFLOAD (a+b+c):</b>	<b>124,113</b>

4.4.2.3. Reserved

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) 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 operating supplies to holding areas designated by the Store Director. The Contractor 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.

<b>Estimated number of cases per month to TRANSPORT:</b>	
Perishable (chill & frozen) cases, (a)	<b>33,697</b>
Operating supplies cases, (c)	<b>125</b>
<b>TOTAL CASES TO TRANSPORT (a+b+c):</b>	<b>33,822</b>

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.

<b>Estimated number of cases per month to SEGREGATE</b>	<b>90,291</b>
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4.4.2.6. Multi-Day FDS Shipments. Multi-day FDS shipments are those FDS deliveries that contain cases of stock to support more than one day's replenishment stocking. Multi-day FDS shipments are identified on the FDS Delivery Schedule at EXHIBIT 4-3.

4.4.2.6.1. Reserved

4.4.2.6.2. Multi-Day Shipments Separated by Stocking Day. These multi-day shipments are delivered palletized and labeled for each stocking day. Pallets of semi-perishable merchandise are marked to indicate that the merchandise on those pallets was requested for replenishment stocking on "current" night or "future" night(s). Upon delivery of such multi-day shipments, the Contractor shall offload all pallets delivered, keeping the "current" and "future" merchandise separate. Further, the Contractor shall prepare all pallets for receiving, keeping pallets of "current" and "future" merchandise separate. The Contractor shall transport "future" merchandise to an area designated by the Store Director. The Contractor shall transport pallets of "current" merchandise to a holding area to be segregated. Each multi-day delivery that arrives separated by stocking day is identified on the FDS Delivery Schedule at EXHIBIT 4-3.

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, after completion of Government receipt of the cases and by the end of the Contractor's RSHA work schedule in 1.2.1. The disposition of overwrite cases and cases-not-stocked, as described in 4.3.3.2.1.5., is not part of this "Store Merchandise" workload.



<b>Estimated number of line items and cases per month to STORE:</b>		
	<b>Line Items</b>	<b>Cases</b>
Semi-perishables (a):	<b>100</b>	<b>2,533</b>
Operating Supplies, (b)	<b>88</b>	<b>125</b>
<b>TOTAL TO STORE (a+b):</b>	<b>188</b>	<b>2,658</b>

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

<b>Estimated number of line items and cases per month to PULL:</b>		
	<b>Line Items</b>	<b>Cases</b>
Semi-perishables (a):	<b>100</b>	<b>226</b>
Operating Supplies, (b)	<b>88</b>	<b>125</b>
<b>TOTAL TO PULL (a+b):</b>	<b>188</b>	<b>351</b>

4.4.2.9. Reserved

4.4.2.10. Reserved

4.4.2.11. Pallets. All pallets, serviceable and unserviceable, shall be returned to appropriate distributors. 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. Unserviceable pallets (those that are broken, have exposed nails, or are missing slats) shall be segregated from those that are serviceable and shall be stacked in an area designated by the Store Director. The Contractor shall load exchange serviceable pallets and pallets that are unserviceable onto distributors' trucks. Unserviceable pallets shall not be placed in waste receptacles.

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, including displays, 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, including displays, and in the RSHA.

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

4.4.3. Reserved

#### 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 provide Contracting with a copy of the sign-in/sign-out sheets (which have been duly initialed by both the contractor and store management) with the case count sheets associated with the month inventory prep/MHE support services were performed, so the amount billed for by the contractor can be verified, prior to payment authorization.

#### 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. Contracted service operations such as bakery, deli, seafood market, pizza cart, and frozen yogurt.

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, or restrooms and 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 SURVEILLANCE FREQUENCIES/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 (baby formula is not vendor stocked)

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

Vitamins and body builder products

Hosiery

Light bulbs

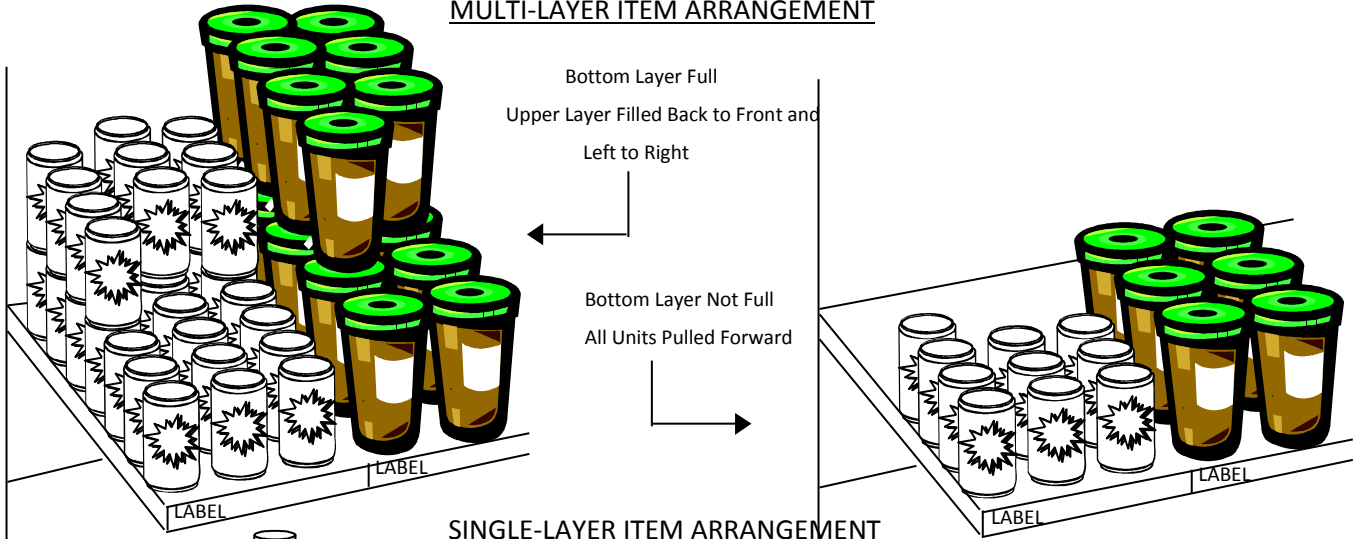
Pet supplies and birdseed (does not include pet food or edible treats)

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

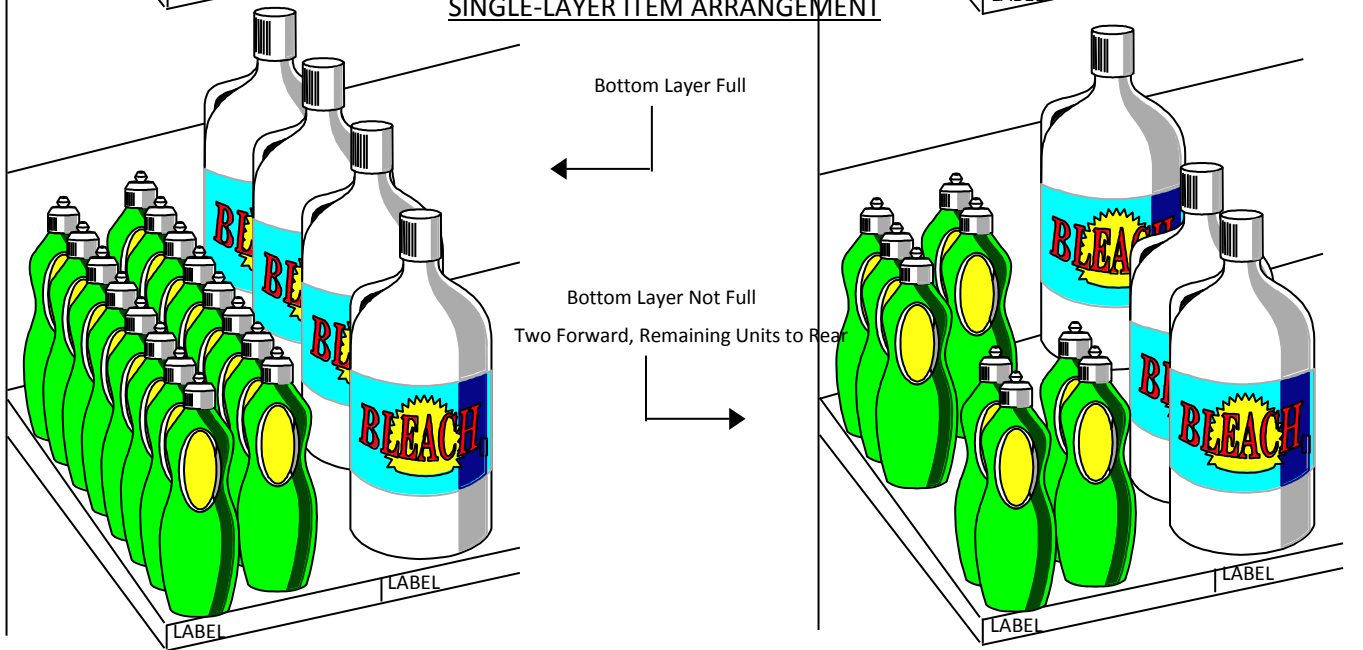
# EXHIBIT 4-2

## METHODS OF STOCKING

### MULTI-LAYER ITEM ARRANGEMENT



### SINGLE-LAYER ITEM ARRANGEMENT



**EXHIBIT 4-3**

**FDS DISTRIBUTOR DELIVERY SCHEDULE**

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

<b>DISTRIBUTOR</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>
<b>MDV NORFOLK</b>							
<b>DELIVERY TIMES:</b>	---	6 AM - 12 NOON	6 AM - 12 NOON	6 AM - 12 NOON	6 AM - 12 NOON	6 AM - 12 NOON	6 AM - 12 NOON
=====	=====	=====	=====	=====	=====	=====	=====
<b># OF TRUCKS</b>		3	3	3	3	3	4 **
<b>STOCKED ON:</b>	---	MON	TUE	WED	THU	FRI	SAT & SUN
<b>C &amp; S</b>							
<b>DELIVERY TIMES:</b>	---	6 AM - 12 NOON	6AM- 12 NOON	---	6 AM - 12 NOON	6 AM - 12 NOON	6 AM - 12 NOON
=====	=====	=====	=====	=====	=====	=====	=====
<b># OF TRUCKS</b>		1			1	1	1
<b>STOCKED ON:</b>	---	MON	TUES	---	THU	FRI	*SAT & SUN

--No delivery.

\*\*Indicates multi-day delivery that is delivered separated by stocking day.

**EXHIBIT 4-4**  
**(Reserved)**



## 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.

#### 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, display case bumper guards, 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 that 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, display case bumper guards, and other store fixtures.

2.2. Tile Floor Coverings (Ceramic, Quarry, and Vinyl). 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 be free of dirt and grit, have a uniform coating of non-skid floor finish, and present a uniform appearance.

2.2.2. Reserved

2.2.3. Ceramic/Quarry. In the absence of the ceramic/quarry manufacturer's 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/quarry 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/quarry tile, and shall present a semi-glossy or matte appearance.

2.2.4. Specialty Flooring – Aluminum Grating Flooring. A properly cleaned grate surface is free of debris, food particles, leaves, gum, trash, and other types of soiling materials (see Exhibit 4-8 for Manufacturer's suggested cleaning instructions).

2.2.5. Asbestos Materials. There are Asbestos Containing Materials (ACM) or Presumed Asbestos Containing Materials (PACM) in the commissary. The Contractor shall perform housekeeping practices on asphalt and vinyl floors containing ACM or PACM in accordance with current OSHA requirements (29 CFR 1910.1001).

2.3. Reserved

2.4. Concrete Floors. If using a power washer (outside the building only), the Contractor shall follow the manufacturer's guidance for appropriate machine settings and methods for cleaning a 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. 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 caps, 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. Underneath Gondolas without Kickplates. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

3.1.2. End Caps and Other Off Shelf Displays. The Contractor shall move empty end caps and other off shelf display pieces; clean underneath to maintain proper 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 the 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. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

3.1.3. Non-Mobile Merchandisers. Non-mobile merchandisers are 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; clean underneath to maintain proper floor care standard; clean outer surfaces of non-mobile merchandisers and return the non-mobile merchandisers to their original locations. The Contractor shall move merchandise, as needed, from and back to the non-mobile merchandisers. This applies to all 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. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

3.1.4. Neither 3.1.2. nor 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.

3.1.5 Aluminum/Steel Floor Grate(s). The interior area of the aluminum/steel floor grate(s) is properly cleaned when it is free of debris, standing water, dirt, food particles, leaves, cigarette butts, gum trash, and other types of soiling materials.

3.2. Receiving/Storage/Holding Areas. Underneath cleaning applies to the floor areas beneath storage racks in the RSHA. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

4. CLEANING. 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 disinfected and 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 cleaned in such a manner to ensure they are free of 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; and replaced in their original location after the sales floor is cleaned. Rubber and/or polyester mats/runners shall be cleaned in such a manner to ensure they are free of soil and grit.

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. 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. 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) feet above floor level. Any glass surface or structure that begins lower than eight (8) feet 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) feet and 20 feet above floor level. Only glass surfaces or structures that begin eight (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 area(s) that the Contractor is required to clean is/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 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.

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 and cooling units, 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.

15. RECEIVING/STORAGE/HOLDING AREA (RSHA). 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. Reserved

**EXHIBIT 4-6-1  
NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES/QUALITY STANDARDS, PRS (6)**

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE <sup>α</sup>		CUSTODIAL QUALITY STANDARDS (SALES AREAS)	
	AREA IN SQUARE FEET (SF)	FLOOR TYPE	SURVEILLANCE FREQUENCY	QUALITY STANDARDS/PWS PARAGRAPHS SHOWN BELOW
ENTRY/EXIT VESTIBULES	860	VCT	D	<u>2.1. - 2.2.1.</u>
ALUMINUM/STEEL FLOOR GRATE(S)	30	STL/ALUM	D	<u>2.1. AND 2.2.4</u>
ID/ENTRANCE	613	VCT	D	<u>2.1. - 2.2.1.</u>
CHECKOUT/FRONT END/QUEUING AREAS	10,739	VCT	D	<u>2.1. - 2.2.1.</u>
SALES AREA	36,075	VCT	D	<u>2.1 - 2.2.1.</u>
<b>TOTAL SALES AREA</b>	<b>48,317</b>	<sup>α</sup> 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 through 4-6 5:**

**SURVEILLANCE FREQUENCY.**

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

**FLOOR TYPES.**

CONC=CONCRETE  
 CT= CERAMIC TILE  
 VCT=VINYL COMPOSITION TILE  
 QT=QUARRY TILE  
 STL/ALUM – STEEL/ALUMINUM FLOOR GRATE(S)

**EXHIBIT 4-6-2  
NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES/QUALITY STANDARDS PRS (7)**

COMMISSARY AREA/ITEM		<u>AREA ATTRIBUTES SUBJECT TO FLOOR CARE<sup>α</sup></u>		<u>SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS</u>				
		AREA IN SQUARE FEET (SF)	FLOOR TYPE	FLOORS IAW STANDARDS SHOWN BELOW	LOW CLEANING IAW STANDARDS IN 4. - 4.1.1.	HIGH CLEANING IAW 4., 4.1. & 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. & AS SHOWN BELOW
OFFICES (ALL AREAS)		<b>1,099</b>	VCT	<b>W</b> <u>2.1. - 2.2.1.</u>	<b>W</b>	<b>M</b>	<b>M</b>	<b>A</b>
ADMINISTRATIVE AREAS		<b>1,321</b>	VCT	<b>W</b> <u>2.1. - 2.2.1.</u>	<b>W</b>	<b>M</b>	<b>M</b>	<b>A</b>
ADMINISTRATIVE ENTRY VESTIBULE/CORRIDOR		<b>550</b>	VCT	<b>D</b> <u>2.1. - 2.2.1.</u>	<b>W</b>	<b>M</b>	<b>M</b>	<b>A</b>
BREAK ROOMS (ALL AREAS)		<b>930</b>	VCT	<b>D</b> <u>2.1. - 2.2.1.</u>	<b>W</b>	<b>M</b>	<b>M</b>	<b>A</b>
LOCKER ROOMS (ALL AREAS)		<b>531</b>	CT	<b>D</b> <u>2.1. - 2.2. &amp; 2.2.3.</u>	<b>W</b>	<b>M</b>	<b>QTR</b>	<b>A</b>
REST ROOMS (ALL AREAS)	# of restrooms: <u>6</u>	<b>899</b>	CT	<b>D</b> <u>2.1. - 2.2. &amp; 2.2.3.</u>	<b>D</b> AND IAW 4.3.	<b>D</b> AND IAW 4.3.	<b>D</b> AND IAW 4.3.	<b>A</b> AND IAW 4.3.
<b>TOTAL OTHER AREAS</b>		<b>5,330</b>	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.					
SALES AREA (INCLUDES VESTIBULES, ID/ENTRANCE, INSIDE CART STORAGE, CHECKOUT/FRONT END AND SALES AREAS)					<b>W</b>	<b>W</b>	<b>W**</b> <b>D*</b>	<b>SA</b>
					*ENTRANCE /EXIT DOORS AT FRONT OF COMMISSARY **Applies to the <u>220</u> glass frozen/chill glass door on display cases			
GONDOLAS (CLEANING UNDERNEATH)		Gondolas without Kickplates		<b>4,640</b> Square Feet	<b>D</b> ( <u>3.1. - 3.1.1. )</u>			
Aluminum/Steel Floor Grate		----		<b>30</b> Square Feet	<b>M</b> ( <u>3.1.5</u> )			
END CAPS AND OTHER OFF SHELF DISPLAYS (CLEANING UNDERNEATH)		----		<b>350</b> Square Feet	<b>M</b> IAW <u>3.1. &amp; 3.1.2.</u>			
NON-MOBILE MERCHANDISERS (CLEANING UNDERNEATH)		----		<b>873</b> Square feet	<b>QTR</b> IAW <u>3.1. &amp; 3.1.3.</u>			
<b>TOTAL UNDERNEATH CLEANING</b>				<b>5,893</b>				



---No data/frequency

**EXHIBIT 4-6-3  
NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES/QUALITY STANDARDS, PRS (7)**

		SURVEILLANCE FREQUENCIES AND 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.
COMMISSARY AREA/ITEM											
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: <u>2</u>											
#Refrigerators: <u>2</u>											
OFFICES (ALL AREAS)		M	A	D	---	---	---	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)	<b>38</b>
FRONT END MERCHANDISERS (ON FLOOR)	<b>17</b>
SHOPPING CARTS (ON FLOOR)	<b>25</b>
CARRYOUT CARTS (ON FLOOR)	<b>70</b>

TRASH RECEPTACLES		
LARGE	MEDIUM	SMALL
<b>6</b>	<b>29</b>	<b>26</b>

**EXHIBIT 4-6-4  
NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES/QUALITY STANDARDS, PRS (7)**

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE <sup>a</sup>		SURVEILLANCE FREQUENCIES AND 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)	20,191	CONC	D	QTR	QTR	M	QTR	M	A	D	QTR
OUTSIDE AREAS:											
LEFT HAND SIDE	800	CONC	D	---	---	---	---	---	---	D	---
FRONT	7,400	CONC	D								
REAR	8,400	CONC	D								
<b>TOTAL AREA</b>	<b>36,791</b>	SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT AND FIXTURES									

----No data/frequency

**NOTE:** The Contractor shall not clean outside areas with a water source if weather conditions--ambient temperature and chill factor--are such that leaving water on 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 cleaning with water 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 this cleaning to be done without the risk of forming ice/creating a slip hazard.

See 13.1. For Snow and Ice in the following areas:

OUTSIDE AREA	SQUARE FEET	SURFACE TYPE
Front of Building (Front Sidewalk and Entrants and Exits) Snow and Ice Removal	7,400	Concrete
Snow and Ice Removal from Rear of Building (Loading Docks)	8,400	Concrete
Snow and Ice Removal from Left Hand Side of Building	800	Concrete
<b>TOTAL AREA</b>	<b>16,600</b>	

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

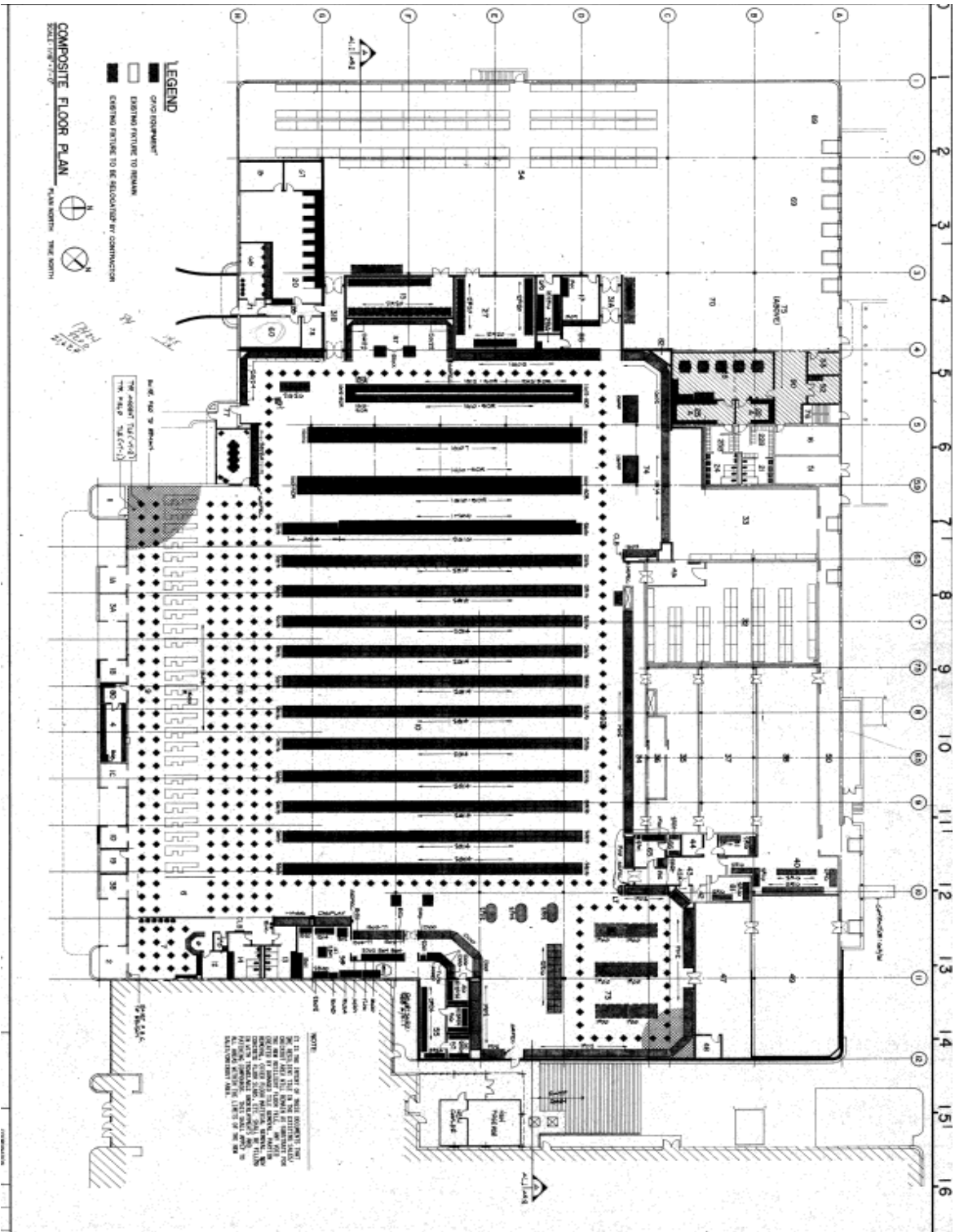
COMMISSARY AREA/ITEM	AREA IN SQUARE FEET (SF) <sup>a</sup>	FLOOR TYPE	SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS (MEAT DEPARTMENT)						
			CLEAN & SANITIZE IAW <u>5.</u> & <u>14.</u>	PREPARATIONS, PRECAUTIONS, REMOVE TRASH IAW <u>14.1.</u>	LOW GLASS & WINDOW CLEANING IAW <u>11.</u> - <u>11.1.</u>	HIGH GLASS & WINDOW CLEANING IAW <u>11.</u> - <u>11.2.</u>	LOW DUCT & LOUVER CLEANING IAW <u>12.</u> - <u>12.1.</u>	HIGH DUCT & LOUVER CLEANING IAW <u>12.</u> - <u>12.2.</u>	INTERIOR OF LIGHT FIXTURES CLEANING IAW <u>10.</u>
MEAT PROCESSING, PREP. & WRAP AREAS	3,267	QT	D	D	D	D	M	QTR	A
TOTAL MEAT AREA	3,267	<sup>a</sup> SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.							

----No data/frequency

**CUSTODIAL AREA (SUBJECT TO FLOOR CARE) SUMMARY**

TOTAL CUSTODIAL AREA FOR PRS (6) -- (EXHIBIT 4-6-1)	48,317
TOTAL CUSTODIAL AREA FOR PRS (7) -- (EXHIBITS 4-6-2 & 4-6-4) 5,330+5,893+36,791	48,014
TOTAL CUSTODIAL AREA FOR PRS (8) -- (EXHIBIT 4-6-5)	3,267
TOTAL CUSTODIAL AREA	99,598

# EXHIBIT 4-7 FACILITY LAYOUT



**EXHIBIT 4-7**

**FACILITY LAYOUT  
(ROOM NUMBER LEGEND)**

1	Entry Vestibule
2 A/B/C	Exit Vestibules
3 A/B	Cart Return Vestibule
6	Customer Service Manager's Office
8	Cart Storage (Sales)
9	Customer Service Desk/ID
10	Patron Restroom (Men)
11	Patron Restroom (Women)
12	Store Director's Office
13	Administrative Entry Vestibule
14	Administrative Corridor
15	Administrative Area
16	Employee Break Room
17	Training Room
19	Store Manager's Office
20 A/B/C/D	Janitor's Closet (s)
21 A/B	Vestibule (Staging to Sales)
22	Admin Storage
24	Damaged Merchandise Sales Niche
25	Locker Room (Women)
26	Employee Restroom (Women)
27	Employee Restroom (Men)
28	Locker Room (Men)
30	Contract Stocker Storage

35	Receiving Manager's Office
36	Receiving Area
37	Staging Area
38	MHE Charging Area
39	Mass Display Area
40	HBA Sales Alcove
41	Plant Display Sales Area
42A/B	Produce Sales Alcove
45	Produce Manager's Office
48	Break Room (Meat/Prod)
49	Family Restroom
50	Sales Area
51	Unisex Restroom (Meat/Prod)
52	Sales Area/Hall (Meat Area)
54	Receiving Aisle
55	Meat Processing Room
56	Meat Wrapping Room
57	Meat Manager's Office
66	Dairy Sales Alcove
69	Sales Area
71	Bakery Deli Display Sales Area
79	Bag Storage
80	Bagger Break Room
81	Checkout
82	Single line Queuing Area
86	Bagger Room

## EXHIBIT 4-8

### ALUMINUM GRATING FLOORING

**Manufacturer:** Pedi Systems  
Peditred LP Ronick – Entrance Matting Systems

#### **Manufacturer's Suggested Safe Rolling Load**

- Peditred LP G3 is 750# per wheel

Heavy loads beyond this weight may damage the units, contributing to their premature failure or creating a tripping hazard.

#### **Cleaning**

Vacuum surface regularly with beater brush attachment to allow contact with various surfaces of entrance flooring.

Before deep cleaning the surface, roll unit back to remove dirt collected underneath as needed. Dirt should be removed with professional vacuum cleaner and should not be allowed to build up to the point where a level mat surface is affected.

Deep clean quarterly, either by removing unit to an area where it can be cleaned with a powerwasher (on light setting to avoid carpet damage) or:

Shampoo the unit in place (soap/water extraction)

- It is recommended that shampooing take place overnight to allow carpet fibers to dry thoroughly before heavy traffic resumes.
- Suggestions for pre-treating the area prior to shampooing
  - Remove gum or other sticky substance by applying a commercial freeze spray to the affected area. This should allow the residue to break off easily.
  - For ground-in dirt showing in high traffic areas, add one cup of bleach per gallon of warm water and use stiff brush to pre-treat carpet fibers.
  - If aluminum needs cleaned, use stiff nylon bristle brush to clean with shampoo mixture prior to shampooing entire unit.
- To achieve the most effective suction of the shampooer, run the wand perpendicular to the rails and not along the length of the carpet strips.

To achieve the most effective suction of the shampooer, run the wand perpendicular to the rails and not along the length of the carpet strips.

**Instructions available at: <http://www.pedisystems.com/maint.php>**

**EXHIBIT 4-9**  
**INSTALLATION ACCESS**

McGuire Air Force Base process for installation access:

Any person or company requiring base access must contact the McGuire Commissary Administration Office and provide the following information:

1. Full name
2. Date of birth
3. Social security number
4. Company name
5. Date(s) access is required

Once that information is received an Entry Authorization Letter is created and sent to the McGuire or Fort Dix Visitor Center for access. The individual receives the background paperwork from security forces which they complete and return to security forces for processing. Once the background check is complete the individual returns to the visitor center to get their base pass that is good for 3 years.



## 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 40-3	Meat Operations (Chapter 22)
DeCAD 40-5	Grocery Department Operation
DeCAM 30-17.1	Safety and Occupational Health Program
DeCAD 30-18	Security Program

#### Defense Commissary Agency Forms (DeCAF)

DeCAF 30-98	DeCA Bomb Threat Data Card
DeCAF 30-301	Injuries and Illness Accident Report
DeCAF 30-111	DeCA Property Damage 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:

NSF White Book, which is available online at <http://www.nsf.org/usda/psnclistsings.asp>

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 Liquified 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, Liquified 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 re-perform 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 re-performed or performed late, and completed within a reasonable time as specified by the Government. In such cases, the Government will re-inspect work and the Contractor may be held liable for any Government costs or damages associated with the re-inspection.

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 re-performance or late performance of any or all defective service in a lot disclosed by checklist inspections, the Contractor shall resubmit the portion re-performed for re-inspection. Upon re-inspection, 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 re-perform or to perform late, the Contractor shall 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 is 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 (In the example below, 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. See Schedule B for actual overwrite and case price percentages for this contract.):

a. Multiply the total monthly cases available for stocking from Column 1 of the Shelf Stocking Cases Stocked form (case count sheet) plus 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 will 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 will 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 will 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.

<b>TOTAL CURRENT MONTH'S SALES</b>	<b>MONTHLY MAXIMUM DAMAGE ALLOWANCE</b>	<b>DEDUCTION FOR DAMAGE</b>
<b>A</b>	<b>B</b>	<b>C</b>
<b>0 - \$2,000,000</b>	<b>\$100</b>	<b>Dollar for dollar in excess of</b>
<b>\$2,000,001 – above</b>	<b>\$200</b>	<b>the value shown in Column B.</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><b>(1) Perform Shelf Stocking Operations</b></p> <p><b>1(a) Cleaning &amp; Dusting, Rotation and Nearest Case Stocking</b></p> <p><b>1(b) Methods of Stocking and Placement</b></p>	<p><b>1(a): 4.3.3.1, Cleaning &amp; Dusting 4.3.3.3. - 4.3.3.3.1, Merchandise Rotation 4.3.3.2.1.1. Reserved</b></p> <p><b>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</b></p>	<p><b>*See the Table 1 below for the sample size per day and AQLs.</b></p> <p><b>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.</b></p>	<p><b>Random Sample</b></p>	<p><b>1(a) 17%</b></p> <p><b>1(b) 53%</b></p>
<p><b>(2) Returning Merchandise to Appropriate Locations</b></p>	<p><b>4.3.3.10. Returning Merchandise to Appropriate Locations</b></p>	<p><b>0 defect</b></p> <p><b>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.</b></p>	<p><b>Checklist</b></p>	<p><b>5%</b></p>
<p><b>(3) Disposal of Cardboard, Plastic, and Waste Materials</b></p>	<p><b>4.3.3.11. - 12. Disposal of Cardboard, Plastic, and Waste Materials</b></p>	<p><b>0 defect</b></p> <p><b>The lot size is the number of days that the Contractor is required to perform per month.</b></p>	<p><b>Checklist</b></p>	<p><b>5%</b></p>
<p><b>(4) Replenishment Stocking and Stock Availability</b></p>	<p><b>4.3.3.15.2. Replenishment Stocking and Stock Availability</b></p>	<p><b>1 defect</b></p> <p><b>The lot size is the number of days per month that the Contractor is required to perform day shelf stocking.</b></p>	<p><b>Checklist</b></p>	<p><b>20%</b></p>

**\*Table 1**

Commissary Operating 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

“Commissary Operating 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**

<b>A REQUIRED SERVICE</b>	<b>B STANDARD OF PERFORMANCE</b>	<b>C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)</b>	<b>D METHOD OF SURVEILLANCE</b>	<b>E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT</b>
(5) Perform Receiving/Storage/Holding Area Operations	<p><u>4.4.2.2.</u> Offload Trucks</p> <p><u>4.4.2.3.</u> Reserved</p> <p><u>4.4.2.4.</u> Transport Merchandise</p> <p><u>4.4.2.5.</u> -Segregate Merchandise</p> <p><u>4.4.2.7.</u> Store Merchandise</p> <p><u>4.4.2.8.</u> Pull Merchandise</p> <p><u>4.4.2.11.</u> Pallets</p>	<p>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>	<p>Checklist</p>	<p>100%</p>

NOTE: The Government will count each of the six 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**

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

**NOTES:**

1. The total number of tasks for a particular month is the total of all tasks of every surveillance frequency that the Contractor is required to perform in that month. Tasks surveilled at daily, weekly, and monthly frequency are counted every month IAW the custodial schedule that the Contractor has provided to the Government. Tasks surveilled 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 shall 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 SF in one area, and 10,000 SF in another area, for a total of 35,000 SF, this daily task will be assessed as satisfactory as long as the QAE does not identify more than 2 percent of this 35,000 SF (35,000 x .02 = 700 SF) as not cleaned IAW the standards for the various areas that make up this 35,000 SF total. If, in this situation, a QAE finds more than 700 SF that the Contractor has 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, and another day's total includes square footage done at a daily frequency plus square footage done at a weekly frequency.