


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 68		
2. CONTRACT (Proc. Inst. Ident.) NO. HDEC0816C0048P00017		3. EFFECTIVE DATE 26 Aug 2016		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) See Item 5		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) C&S JONES GROUP LLC CHARLES W JONES 400 E PRATT ST FL 8 BALTIMORE MD 21202-3180				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 Block 12	
CODE 6GRW9		FACILITY CODE		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317			
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317		CODE HQ0866		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$1,960,063.24 EST	
16. TABLE OF CONTENTS							
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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-00280002</u>			
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		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 26-Aug-2016	
BY _____ (Signature of person authorized to sign)							

Section A - Solicitation/Contract Form

FOIA INFORMATION

**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 and on the Government Point of Entry (GPE) 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.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SERVICES, NON-PERSONAL FFP Provide all the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations at the Fallon NAS Commissary located near Reno, Nevada in accordance with (IAW) the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions herein. BASE YEAR: October 1, 2016 through September 30, 2017 PURCHASE REQUEST NUMBER: HQCKMF00650001				\$0.00
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	SHELF STOCKING OPERATIONS FFP Perform Shelf Stocking Operations in accordance with Attachment 1 (PWS.) NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCKMF00650001 S299	189,398	Case	\$0.7796	\$147,654.68
				NET AMT	\$147,654.68
	ACRN AA CIN: 00000000000000000000000000000000				\$147,654.69

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		12	Months	\$1,267.89	\$15,214.68
	CUSTODIAL OPERATIONS (MEAT ROOM)				
	FFP				
	Perform Custodial Operations for the Meat Processing, Preparation and Wrapping Area in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$15,214.68

ACRN AA \$15,214.68
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		12	Months	\$1,687.21	\$20,246.52
	CUSTODIAL OPERATIONS (RSHA/OUTSIDE)				
	FFP				
	Perform Custodial Operations for the Receiving/Storage/Holding and Outside areas in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$20,246.52

ACRN AA \$20,246.52
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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SERVICES, NONPERSONAL

FFP

Provide all the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations at the Fallon NAS Commissary located near Reno, Nevada in accordance with (IAW) the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions herein.

OPTION YEAR ONE: October 1, 2017 through September 30, 2018

PURCHASE REQUEST NUMBER: HQCKMF00650001

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002AA

SHELF STOCKING OPERATIONS

FFP

Perform Shelf Stocking Operations in accordance with Attachment 1 (PWS.)

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCKMF00650001

S299

NET AMT	\$156,833.99
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ACRN AB

CIN: 00000000000000000000000000000000

\$156,831.42

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		12	Months	\$1,420.92	\$17,051.04
	CUSTODIAL OPERATIONS (MEAT ROOM)				
	FFP				
	Perform Custodial Operations for the Meat Processing, Preparation and Wrapping Area in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$17,051.04

ACRN AD \$17,051.04
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		12	Months	\$1,890.85	\$22,690.20
	CUSTODIAL OPERATIONS (RSHA/OUTSIDE)				
	FFP				
	Perform Custodial Operations for the Receiving/Storage/Holding and Outside areas in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$22,690.20

ACRN AD \$22,690.20
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK	Extra Operating Days-Custodial Store/Adm FFP Perform Custodial Operations for the Store/Admin Area in support of extra operating days (EODs) the store may be open during the current period of performance. FOB: Destination \$299	1	Days	\$492.63	\$492.63

NET AMT \$492.63

ACRN AE \$492.63
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL	Extra Operating Days-Custodial Meat Room FFP Perform Custodial Operations for the Meat Processing and Wrapping Area im support of extra operating Days (EODs) the store may be open during the current period of performance. FOB: Destination \$299	1	Days	\$66.09	\$66.09

NET AMT \$66.09

ACRN AE \$66.09
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM	Extra Operating Days-Custodial Outside FFP Perform Custodial Operations for Outside Areas in support of extra operating days (EODS) the store may be open during the current period of performance. FOB: Destination S299	1	Days	\$87.95	\$87.95

NET AMT \$87.95

ACRN AE \$87.95
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN	EOD - RSHA FFP Perform RSHA Operations in support of extra operating days (EODS) the store may be open during the current period of performance. FOB: Destination S299	1	Days	\$169.63	\$169.63

NET AMT \$169.63

ACRN AF \$169.63
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP	Extra Operating Days-Custodial Meat Room FFP Perform Custodial Operations for the Meat Processing and Wrapping Area in support of extra operating Days (EODs) the store may be open during the current period of performance. FOB: Destination \$299		Days	\$66.09	\$0.00

NET AMT \$0.00

ACRN AD \$0.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ	Extra Operating Days-Custodial Outside FFP Perform Custodial Operations for Outside Areas in support of extra operating days (EODs) the store may be open during the current period of performance. FOB: Destination \$299		Days	\$87.95	\$0.00

NET AMT \$0.00

ACRN AD \$0.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	CUSTODIAL OPERATIONS (MEAT ROOM) FFP Perform Custodial Operations for the Meat Processing, Preparation and Wrapping Area in accordance with Attachment 1 (PWS). FOB: Destination PURCHASE REQUEST NUMBER: HQCKMF00650001 S299			\$0.00	\$0.00

NET AMT \$0.00

ACRN AK \$0.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	CUSTODIAL OPERATIONS (RSHA/OUTSIDE) FFP Perform Custodial Operations for the Receiving/Storage/Holding and Outside areas in accordance with Attachment 1 (PWS). FOB: Destination PURCHASE REQUEST NUMBER: HQCKMF00650001 S299			\$0.00	\$0.00

NET AMT \$0.00

ACRN AK \$0.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AP		12	Months	\$1,489.79	\$17,877.48
	CUSTODIAL OPERATIONS (MEAT ROOM)				
	FFP				
	Perform Custodial Operations for the Meat Processing, Preparation and Wrapping Area in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	\$299				

NET AMT \$17,877.48

ACRN AL \$17,877.48
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AQ		12	Months	\$1,982.31	\$23,787.72
	CUSTODIAL OPERATIONS (RSHA/OUTSIDE)				
	FFP				
	Perform Custodial Operations for the Receiving/Storage/Holding and Outside areas in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	\$299				

NET AMT \$23,787.72

ACRN AL \$23,787.72
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AR			Hours	\$23.70	\$0.00

Snow and Ice Removal
 FFP
 Provide snow and ice removal support in accordance with Attachment 1 (PWS).

NOTE: The quantity shown is an estimated quantity
 FOB: Destination
 S299

NET AMT	\$0.00
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ACRN AL	\$0.00
CIN: 00000000000000000000000000000000	

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

SERVICES, NONPERSONAL
 FFP
 Provide all the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations at the Fallon NAS Commissary located near Reno, Nevada in accordance with (IAW) the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions herein.

OPTION YEAR THREE: October 1, 2019 through September 30, 2020
 PURCHASE REQUEST NUMBER: HQCKMF00650001

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		189,672	Case	\$0.9044	\$171,539.36 EST

SHELF STOCKING OPERATIONS
 FFP
 Perform Shelf Stocking Operations in accordance with Attachment 1 (PWS.)

NOTE: The quantity shown is an ESTIMATED quantity.
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCKMF00650001
 S299

NET AMT \$171,539.36 (EST.)

ACRN AM \$171,539.36
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		100	Hours	\$27.98	\$2,798.00 EST

INVENTORY PREPARATION
 FFP
 Perform Inventory Preparation in accordance with Attachment 1 (PWS).

NOTE: The quantity shown is an ESTIMATED quantity.
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCKMF00650001
 S299

NET AMT \$2,798.00 (EST.)

ACRN AM \$2,798.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		12	Months	\$3,911.03	\$46,932.36
	RECEIVING/STORAGE/HOLDING AREA OPERATION				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$46,932.36

ACRN AN \$46,932.36
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		50	Hours	\$31.42	\$1,571.00 EST
	MATERIAL HANDLING EQUIPMENT (MHE)				
	FFP				
	Provide material handling equipment support for inventories in accordance with Attachment 1 (PWS).				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$1,571.00 (EST.)

ACRN AN \$1,571.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		12	Months	\$11,132.07	\$133,584.84
	CUSTODIAL OPERATIONS (STORE/ADMIN)				
	FFP				
	Perform Custodial Operations in accordance with Attachment 1 (PWS), for all areas except the meat processing/wrapping area, receiving/storage/holding area, and the outside areas.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$133,584.84

ACRN AP \$133,584.84
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		12	Months	\$1,493.43	\$17,921.16
	CUSTODIAL OPERATIONS (MEAT ROOM)				
	FFP				
	Perform Custodial Operations for the Meat Processing, Preparation and Wrapping Area in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$17,921.16

ACRN AP \$17,921.16
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG		12	Months	\$1,987.35	\$23,848.20
	CUSTODIAL OPERATIONS (RSHA/OUTSIDE)				
	FFP				
	Perform Custodial Operations for the Receiving/Storage/Holding and Outside areas in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$23,848.20

ACRN AP \$23,848.20
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH		250	Hours	\$23.78	\$5,945.00 EST
	Snow and Ice Removal				
	FFP				
	Provide snow and ice removal support in accordance with Attachment 1 (PWS).				
	NOTE: The quantity shown is an estimated quantity				
	FOB: Destination				
	S299				

NET AMT \$5,945.00 (EST.)

ACRN AP \$5,945.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AN		616	Hours	\$23.78	\$14,648.48 EST

CUSTODIAL OPERATIONS COVID 19 Sanitize
 FFP
 Perform Custodial Operations for sanitation requirements due to Covid 19 Corona
 Virus.

NOTE: The quantity shown is an estimated quantity
 FOB: Destination
 S299

NET AMT	\$14,648.48 (EST.)
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ACRN AP	\$14,648.48
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004BA		9,862	Case	\$0.9044	\$8,919.19 EST

SHELF STOCKING OPERATIONS
 FFP
 Perform Shelf Stocking Operations in accordance with Attachment 1 (PWS.)

NOTE: The quantity shown is an ESTIMATED quantity.
 FOB: Destination
 PURCHASE REQUEST NUMBER: HQCKMF16128
 S299

NET AMT	\$8,919.19 (EST.)
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ACRN AT	\$8,919.19
CIN: HQCKMF161280001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					\$0.00

SERVICES, NONPERSONAL

FFP

Provide all the supervision, personnel, supplies, and equipment necessary to perform shelf stocking, receiving/storage/holding area, and custodial operations at the Fallon NAS Commissary located near Reno, Nevada in accordance with (IAW) the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions herein.

OPTION YEAR FOUR: October 1, 2020 through September 30, 2021

PURCHASE REQUEST NUMBER: HQCKMF00650001

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		189,672	Case	\$0.9212	\$174,725.85 EST

SHELF STOCKING OPERATIONS

FFP

Perform Shelf Stocking Operations in accordance with Attachment 1 (PWS.)

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCKMF00650001

S299

NET AMT	\$174,725.85 (EST.)
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ACRN AQ

\$174,725.85

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF		12	Months	\$1,493.43	\$17,921.16
	CUSTODIAL OPERATIONS (MEAT ROOM)				
	FFP				
	Perform Custodial Operations for the Meat Processing, Preparation and Wrapping Area in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$17,921.16

ACRN AS \$17,921.16
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG		12	Months	\$1,987.35	\$23,848.20
	CUSTODIAL OPERATIONS (RSHA/OUTSIDE)				
	FFP				
	Perform Custodial Operations for the Receiving/Storage/Holding and Outside areas in accordance with Attachment 1 (PWS).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCKMF00650001				
	S299				

NET AMT \$23,848.20

ACRN AS \$23,848.20
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK		4	Days	\$517.77	\$2,071.08 EST

CUSTODIAL OPERATIONS (STORE/ADMIN) EOD

FFP

Extra operating days to perform Custodial Operations in accordance with Attachment 1 (PWS), for all areas except the meat processing/wrapping area, receiving/storage/holding area, and the outside areas when the commissary is normally closed. THIS IS AN ESTIMATED QUANTITY.

FOB: Destination

\$299

NET AMT	\$2,071.08 (EST.)
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ACRN AS	\$2,071.08
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CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AL		4	Days	\$69.46	\$277.84 EST

CUSTODIAL OPERATIONS (MEAT ROOM) EOD

FFP

Extra operating days to perform Custodial Operations for the Meat Processing, Preparation and Wrapping Area in accordance with Attachment 1 (PWS) when the commissary is normally closed. THIS IS AN ESTIMATED QUANTITY.

FOB: Destination

\$299

NET AMT	\$277.84 (EST.)
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ACRN AS	\$277.84
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CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AM	CUSTODIAL OPERATIONS (RSHA/OUTSIDE) EOD	4	Days	\$92.43	\$369.72 EST

FFP
 Extra operating days to perform Custodial Operations for the
 Receiving/Storage/Holding and Outside areas in accordance with Attachment 1
 (PWS). THIS IS AN ESTIMATED QUANTITY.
 FOB: Destination
 S299

NET AMT	\$369.72 (EST.)
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ACRN AS CIN: 00000000000000000000000000000000	\$369.72
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Section C - Descriptions and Specifications

SECTION C

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

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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, Fallon NAS Commissary located in Fallon, Nevada, 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: 97X49304J000046094231100000002528WDD000HQCKMF623800CALWN600033181
AMOUNT: \$341,834.59

AB: 97X49304J000046094231100000002528WDD000HQCKMF7257S1CALWN600033181
AMOUNT: \$157,645.68

AC: 97X49304J000046094231100000002528WDD000HQCKMF7257R1CALWN600033181
AMOUNT: \$43,765.68

AD: 97X49304J000046094231100000002528WDD000HQCKMF7257C1CALWN600033181
AMOUNT: \$166,839.60

AE: 97X49304J000046094231100000002529XXX000HCXXXXXXC1CALWN600033181
AMOUNT: \$646.67

AF: 97X49304J000046094231100000002576WDD000HQCKMF7257R1CALWN600033181
AMOUNT: \$169.63

AH: 97X49304J000046094231100000002528WDD000HQCKMF8234S2CALWN600033181
AMOUNT: \$167,543.64

AJ: 97X49304J000046094231100000002576WDD000HQCKMF8234R2CALWN600033181
AMOUNT: \$44,863.32

AK: 97X49304J000046094231100000002529WDD000HQC8234C2CALWN600033181
AMOUNT: \$0.00

AL: 97X49304J000046094231100000002529WDD000HQCKMF8234C2CALWN600033181
AMOUNT: \$174,923.76

AM: 97X49304J000046094231100000002528WDD000HQCKMF9241S3CALWN600033181
AMOUNT: \$174,337.36

AN: 97X49304J000046094231100000002576WDD000HQCKMF9241R3CALWN600033181
AMOUNT: \$49,233.84

AP: 97X49304J000046094231100000002529WDD000HQCKMF9241C3CALWN600033181
AMOUNT: \$198,676.92

AQ: 97X49304J000046094231100000002528WDD000HQCKMF0218S4CALWN600033181
AMOUNT: \$177,586.85

AR: 97X49304J000046094231100000002576WDD000HQCKMF0218R4CALWN600033181
AMOUNT: \$50,856.84

AS: 97X49304J000046094231100000002529WDD000HQCKMF0218C4CALWN600033181
AMOUNT: \$184,017.84

AT: 012191 097 4930 004 N D 4J00 19_PACIFIC_CONUS_WCF_D 19_FALLON NAS COMSY WDD 254
AMOUNT: \$8,919.19

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	00000000000000000000000000000000	\$147,654.69
	0001AB	00000000000000000000000000000000	\$1,326.95

	0001AC	000000000000000000000000	\$42,870.60
	0001AD	000000000000000000000000	\$0.00
	0001AE	000000000000000000000000	\$113,410.32
	0001AF	000000000000000000000000	\$15,214.68
	0001AG	000000000000000000000000	\$20,246.52
	0001AH	000000000000000000000000	\$47.90
	0001AJ	000000000000000000000000	\$1,062.93
AB	0002AA	000000000000000000000000	\$156,831.42
	0002AB	000000000000000000000000	\$0.00
	0002AJ	000000000000000000000000	\$814.26
AC	0002AC	000000000000000000000000	\$43,765.68
	0002AD	000000000000000000000000	\$0.00
AD	0002AE	000000000000000000000000	\$127,098.36
	0002AF	000000000000000000000000	\$17,051.04
	0002AG	000000000000000000000000	\$22,690.20
	0002AH	000000000000000000000000	\$0.00
	0002AP	000000000000000000000000	\$0.00
	0002AQ	000000000000000000000000	\$0.00
	0002AR	000000000000000000000000	\$0.00
	0002AS	000000000000000000000000	\$0.00
AE	0002AK	000000000000000000000000	\$492.63
	0002AL	000000000000000000000000	\$66.09
	0002AM	000000000000000000000000	\$87.95
AF	0002AN	000000000000000000000000	\$169.63
AH	0003AA	000000000000000000000000	\$167,543.64
	0003AB	000000000000000000000000	\$0.00
AJ	0003AC	000000000000000000000000	\$44,863.32
	0003AD	000000000000000000000000	\$0.00
	0003AM	000000000000000000000000	\$0.00
AK	0003AE	000000000000000000000000	\$0.00
	0003AF	000000000000000000000000	\$0.00
	0003AG	000000000000000000000000	\$0.00
	0003AH	000000000000000000000000	\$0.00
AL	0003AJ	000000000000000000000000	\$0.00
	0003AK	000000000000000000000000	\$0.00
	0003AL	000000000000000000000000	\$0.00
	0003AN	000000000000000000000000	\$133,258.56
	0003AP	000000000000000000000000	\$17,877.48
	0003AQ	000000000000000000000000	\$23,787.72
	0003AR	000000000000000000000000	\$0.00
AM	0004AA	000000000000000000000000	\$171,539.36
	0004AB	000000000000000000000000	\$2,798.00
AN	0004AC	000000000000000000000000	\$46,932.36
	0004AD	000000000000000000000000	\$1,571.00
	0004AJ	000000000000000000000000	\$730.48
AP	0004AE	000000000000000000000000	\$133,584.84
	0004AF	000000000000000000000000	\$17,921.16
	0004AG	000000000000000000000000	\$23,848.20
	0004AH	000000000000000000000000	\$5,945.00
	0004AK	000000000000000000000000	\$2,079.16
	0004AL	000000000000000000000000	\$278.92
	0004AM	000000000000000000000000	\$371.16
	0004AN	000000000000000000000000	\$14,648.48
AQ	0005AA	000000000000000000000000	\$174,725.85
	0005AB	000000000000000000000000	\$2,861.00
AR	0005AC	000000000000000000000000	\$48,533.40
	0005AD	000000000000000000000000	\$1,571.00
	0005AJ	000000000000000000000000	\$752.44
AS	0005AE	000000000000000000000000	\$133,584.84
	0005AF	000000000000000000000000	\$17,921.16
	0005AG	000000000000000000000000	\$23,848.20
	0005AH	000000000000000000000000	\$5,945.00
	0005AK	000000000000000000000000	\$2,071.08
	0005AL	000000000000000000000000	\$277.84
	0005AM	000000000000000000000000	\$369.72

AT 0004BA HQCKMF161280001 \$8,919.19

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).

2 in 1 Invoice

(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	DFAS Payment Office DODAAC (HQ0131)
Issue By DoDAAC	DeCA Issuing Office DODAAC (HDEC08)
Admin DoDAAC	DeCA Issuing Office DODAAC (HDEC08)
Inspect By DoDAAC	DeCA Issuing Office DODAAC (HDEC08)
Ship To Code	DeCA Issuing Office DODAAC (HQCKMF)
Ship From Code	Contractor CAGE Code (6GRW9)

Mark For Code	Not Applicable
Service Approver (DoDAAC)	Store DODAAC (HQCKMF)
Service Acceptor (DoDAAC)	Store DODAAC (HQCKMF)
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(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: Linda Aleck, linda.aleck@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: Linda Aleck, linda.aleck@deca.mil

Contracting Officer: Roger Bessette, roger.bessette@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 REFERENCE

52.237-4500

Observation Period

APR 2004

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

52.228-4500 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 Nevada.

(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

52.237-4501 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 Fallon NAS 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
52.203-17	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
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
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
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
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
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
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
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
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	Assignment Of Claims	MAY 2014
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	APR 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
252.204-7012	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	MAR 2015
252.247-7023 Alt I	Transportation of Supplies by Sea (APR 2014) Alternate I	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

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 within prior to the 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 within 30 days ; 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)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

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

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of 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, \$14.43
 11150, Janitor, WG 2/2, \$15.00
 21410, Warehouse Specialist, WG 5/2, \$16.78
 21020, Forklift Operator, WG 5/2, \$16.78
 21050, Material Handling Laborer, WG 2/2, \$15.00

(End of clause)

52.222-4505 FRINGE BENEFITS (OCT 1995)

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

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—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/>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 212) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(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)

252.223-7001 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)

Section J - List of Documents, Exhibits and Other Attachments

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Attachment 1	ATTACHMENT 2 - PWS 64 dated 08 04 15		
Attachment 2	Wage Determination (WD) 2015-5597 Rev. 13	12	12-JUN-2020

**PERFORMANCE WORK STATEMENT
FOR
SHELF STOCKING,
RECEIVING/STORAGE/HOLDING/AREA,
AND
CUSTODIAL SERVICES
AT THE
FALLON NAVAL AIR STATION COMMISSARY**

August 4, 2015

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2. FLOOR MAINTENANCE
 - 2.1. General
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 - 2.2.1. Vinyl Composition Tile (VCT)
 - 2.2.2. VCT Slip-Resistant Floors
 - 2.2.3. Ceramic/Quarry
 - 2.2.4. Reserved
 - 2.2.5. Reserved
 - 2.3. Reserved
 - 2.4. Concrete Floors
 - 2.5. Floor Spot Cleaning
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 - 3.1. Store/Sales Areas
 - 3.1.1. Underneath Gondolas Without Kickplates
 - 3.1.2. End Caps, and Other Off Shelf Displays
 - 3.1.3. Non-Mobile Merchandisers
 - 3.1.4. Display, Fixtures, or Racks of Other Service Contractors
 - 3.2. Receiving/Storage/Holding Areas
4. CLEANING
 - 4.1. Structural Components and Equipment
 - 4.1.1. Low Cleaning
 - 4.1.2. High Cleaning
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 - 4.3. Restroom Cleaning
 - 4.3.1. Restroom Supply Replenishment
5. SANITIZE
 - 5.1. Clean and Sanitize Drinking Fountains
6. WALK-OFF MATS/RUNNERS/CASHIER AND DISPLAY CASE MATS
7. QUEUING ROPES/STANCHIONS
8. ASH AND TRASH REMOVAL AND CLEANING
9. AISLE MARKERS
10. LIGHT FIXTURES
11. GLASS AND WINDOW CLEANING
 - 11.1. Low Glass and Window Cleaning
 - 11.2. High Glass and Window Cleaning

12. DUCT AND LOUVER CLEANING

- 12.1. Low Duct and Louver Cleaning
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- 13.1. Snow and Ice Removal

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- 14.1. Preparation, Precautions, and Trash Removal
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17. Reserved

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

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

EXHIBIT 4-7, FACILITY LAYOUT

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SECTION C-5, REFERENCE DOCUMENTS

5.1. REFERENCE DOCUMENTS AND FORMS AVAILABLE FROM THE GOVERNMENT

5.2. REFERENCE DOCUMENTS TO BE OBTAINED BY THE CONTRACTOR

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1.1. – 1.1.6. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

3.1.1. Random Sampling Method

3.1.2. – 3.1.2.2. Checklist Method

3.1.3. Rounding Percentages in Computations

4.1. – 4.1.4. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE

5.1. CONTRACTOR PAYMENT

5.1.1. Services Surveilled by Random Sampling

5.1.2. Services Surveilled by Checklist

5.1.3. Reserved

6.1. CONTRACTOR DAMAGE TO COMMISSARY MERCHANDISE

7.1. CONTRACT DISCREPANCY REPORT (CDR)

PERFORMANCE REQUIREMENTS SUMMARY CHARTS

SHELF STOCKING OPERATIONS

RECEIVING/STORAGE/HOLDING AREA OPERATIONS

CUSTODIAL OPERATIONS

**SECTION C-1
GENERAL**

1.1. SCOPE OF WORK

1.1.1. Contractor Responsibilities. The Contractor shall furnish all personnel, supervision, supplies, equipment, tools, materials and other items and services as necessary to perform shelf stocking, shelf stock replenishment, receiving/storage/holding area (RSHA), and custodial tasks in accordance with (IAW) this contract at the **Fallon Naval Air Station Commissary located at 4755 Pasture Road, Building 340, NAS Fallon, Nevada 89406-5000,** nearest city Fallon, Nevada, except those identified in SECTION C-2, Government-Furnished Facilities, Services, Equipment, and Supplies.

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

1.2. COMMISSARY AND CONTRACTOR OPERATING HOURS

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

Store Operational Hours/Contractor Work Schedule														
DAY	Commissary Hours		Day Stocking		Day Custodial		RSHA		Meat Custodial		Night Stocking		Night Custodial	
	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
SUN	Closed	---	---	---	---	---	---	---	---	---	---	---	---	---
MON	Closed	---	---	---	---	---	9am	4pm	---	---	2:30pm	4am	4:30pm	4am
TUE	9am	7pm	11am	7pm	11am	6pm	9am	11am	7pm	11pm	7:30pm	4am	7:30pm	4am
WED	9am	6pm	11am	6pm	11am	5pm	9am	4pm	6pm	11pm	6:30pm	4am	6:30pm	4am
THU	9am	6pm	11am	6pm	11am	5pm	6am	12pm	6pm	11pm	6:30pm	4am	6:30pm	4am
FRI	9am	6pm	11am	6pm	11am	5pm	9am	4pm	6pm	11pm	6:30pm	4am	6:30pm	4am
SAT	9am	5pm	9am	5pm	11am	4pm	---	---	5pm	8pm				

**See EXHIBIT 4-3 for the schedule associated with the Shelf Stock Replenishment requirement described in 4.3.3.16.1.

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. The installation applicable to this requirement has implemented a specific installation access process, which requires the contractor to pay an annual fee for the company and an annual fee per employee, to pay for the background check/vetting process (See Exhibit 4-9). The contractor is responsible for the fees associated therewith. Contractor participation is *mandatory*. 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 non-concurs with the QAE's surveillance/observations indicating defective performance, the PM shall submit a written response to the Contracting Officer or designated representative within two working days.

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

1.5.1 Security. The Contractor shall comply with all applicable DeCA and DoD security policies and regulations, as part of their daily interface with DeCA in the performance of the shelf stock replenishment (4.3.3.16), function. The Contractor shall provide the Government with evidence that each employee who may have access to the Government-provided RF-HHT equipment referenced within 4.3.3.16, has been subject to, and has successfully passed, an ADP level III background investigation IAW DeCAM 35-31.3.

The background investigation requirement is a two-part process, which is facilitated by the DeCA Security Office and the DeCA Physical Security Office. Part I involves contractor coordination through a QAE designated by the Store Director, to facilitate the process of obtaining the appropriate government background investigation. Part II provides the services for the Trusted Associate Sponsorship System (TASS), formerly Contractor Verification System (CVS), providing TASS Trusted Agent accounts, and training to manage the Common Access Card (CAC) for compliance with HSPD-12 and FAR Clause 52.204-9 -Personal Identity Verification of Contractor Personnel (Jan 2011). The Contractor shall seek assistance with these processes from the DeCA Security Office via the designated QAE. Part I is handled by the DeCA Personnel Security Office at (804) 734-8000, extensions 48775, 48411, and 48306. Part II is handled by the DeCA Physical Security office at (804) 734-8000, extensions 48443 and 48400.

1.5.1.1 Information Assurance: The Contractor shall be in compliance with DOD Directive 8570.1 "Information Assurance Training, Certification, and Workforce Management" and the Implementation Manual DoD 8570.1M "Information Assurance Workforce Improvement Program". The Contractor shall have all employees that are identified as IA Workforce (utilizing RF-HHT equipment) certified within six months of start date of the contract or contract modification. Contractor employees utilizing RF-HHT equipment, shall sign a Statement of Responsibility.

1.5.1.2 The Contractor shall not divulge any information about files, data, processing activities or functions, user identifications, passwords, or other knowledge that may be gained, to anyone who is not authorized access to such information. The Contractor shall adhere to Information Assurance policies and procedures as defined in DoD directives, instructions and regulations. The Contractor shall execute a non-disclosure agreement with DeCA immediately following contract award or within five business days of contract modification.

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 31st 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 Fallon NAS Commissary is DCW14D 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 (shared)

2.3.4 Metal/Plastic Bands for Cardboard and Plastic 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 **109** 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	1
Electric chargers	8
Back stock carts	9
Pallet Jacks, manual	9
Forklift, electric	2
RF-HHT	4
Electric Pallet Jack	1

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 30-69, 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.

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 the Electronic Shelf Labels (ESL) and commissary merchandise when performing any services under this contract. If determination has been made that the Contractor's failure to use reasonable care caused damage to the Electronic Shelf Labels, the Contractor shall replace/repair the damage at no expense to the Government as the Contracting Officer directs. 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.

Estimated Shelf Stocking Workload and Line Items:	Contractor Responsible Line Items	Cases
Chill and Frozen, Vendor Authorized Items Cases per month stocked to shelf (Night Stocking)-	2,000	3,898
Semi-perishable Vendor Authorized Items from Exhibit 4-1 Cases per month stocked to shelf, (Night Stocking)	1,000	2,220
Semi-perishable, Contractor-responsible Cases per month stocked to shelf, (Night Stocking) (line items applicable to contractor-responsible night, day, and display stocking)	7,800	7,510
Day Stocking Cases per month stocked to shelf	---	389
Display Stocking Cases per month stocked to Displays (From <u>4.3.3.7.1.</u>)	---	1,539
Repacked from Dismantled Displays Cases per month (From <u>4.3.3.7.1.</u>)	---	250
Total Cases per month stocked to shelf and displays:	10,800	15,806

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.**). Note, however, that the Contractor stocks “CR” designated categories/items of vendor authorized categories/items on Exhibit 4-1)

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

4.3.3.1. Cleaning and Dusting. The Contractor shall clean and dust merchandise and exposed shelf areas (gondolas, refrigerated cases, or freezer cases in all instances) 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/psnclistings.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, except as authorized in 4.3.3.2.1.1, for stocking half cases. The Government will designate shelf locations and item allocations with labels and will post new or updated labels as required. The Contractor shall inform the Store Director when a shelf label is missing or illegible; when no shelf space has been allocated for a line item; or when changes to shelf allocations are required to accommodate new products or as the result of increased/decreased sales. The Contractor shall inform the Store Director when the plastic cover for an Electronic Shelf Label is out of place, damaged, or missing, or if the label is inoperable. The Contractor shall not reduce or exceed the allocated space identified for each line item unless authorized by the Store Director. Periodically, the Store Director may advise the Contractor of changes in item allocations or locations.

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

Estimated # of half cases stocked per month*	300
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*Included in 4.3.1. Total cases stocked

4.3.3.2.1.2. Overwrite cases. Overwrite cases are defined as cases that have been 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 (including half cases as described in 4.3.3.2.1.1.). The Government will not count half-cases-remaining as overwrite cases or as cases-not-stocked. The QAE shall forward these counts to the Contracting Officer as part of monthly surveillance documentation.

4.3.3.2.1.5. Disposition of Half-Cases-Remaining, Overwrite Cases, and Cases-Not-Stocked. The Contractor shall place half-cases-remaining and overwrite cases in an "overwrite areas" 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 preparation of shelf stock replenishment orders from FDS distributors. The Contractor shall identify and select for stocking, items from the overwrite areas during day and night stocking operations, as necessary to replenish stock levels on the sales floor. The Contractor shall place cases-not-stocked in separate areas designated by the Store Director and shall stock these cases as soon as possible during the next day's stocking operations.

4.3.3.2.2. Placement of Merchandise Within Item Allocation. The Contractor shall place stock in item allocations so that, upon completion of stocking, the bottom layer of stock is aligned along the front edge of the shelf so that the item allocation is filled from the left edge of the item shelf label to the left edge of the shelf label located to the immediate right of the item being stocked, and, except as described in 4.3.3.2.2.1., shall have the bottom layer of stock filled from the front to the back of the item allocation. Second and higher layers shall be filled, from left to right and back to front, only when the next lower level is completely full. **The Contractor shall place stock that is merchandised on pegs (such as hanging cheese shreds), in item allocations so that, upon completion of stocking, stock is aligned along the front of each peg so that the item allocation is filled from the left of the item shelf label to the left peg of the shelf label located to the immediate right of the item being stocked. All available product should be pulled to the front of each peg.**

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 **areas** 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. Reserved.

4.3.3.7.1. Build, Replenish, and Dismantle Displays. As advised by the Store Director, the Contractor shall build and dismantle displays located on the ends of aisles or elsewhere throughout the commissary with Contractor-stocked and vendor-stocked items. The Contractor shall also replenish stock on displays that are built with Contractor-stocked and vendor-authorized items the Contractor stocks. At the beginning of each display period, the Store Director will advise the Contractor of the display plan. The Government will allocate display space, will determine when and how displays will be built and dismantled, and will order all original and replenishment stock for displays. As necessary to maintain

stock levels and appearance, the Contractor shall stock and straighten display merchandise during day and night stocking operations IAW shelf stocking standards or procedures specific to each display. The Contractor shall clean and dust, and rotate display stock, as necessary to maintain the standards described for shelf stocking. At the end of display periods, the Contractor shall dismantle displays and make disposition of residual display merchandise as directed by the Store Director.

Estimated # of displays required per month	24
Estimated # of cases stocked per month for displays*	1,539
Estimated number of cases repacked from dismantled displays*	250

*Included in 4.3.1., Total cases stocked

4.3.3.8. Reserved

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 **areas** designated by the Store Director. Cases identified as mispicked shall not be counted as overwrite cases. The estimated number of cases of mispicks per month is less than one (1) percent of cases ordered for replenishment stocking.

4.3.3.10. Returning Merchandise to Appropriate Locations. During each Contractor operating day, the Contractor shall return to locations described below all abandoned/misplaced items found throughout the commissary during the Contractor's day/night operations no later than the end of the Contractor's night operations. For example, all abandoned/misplaced items found during the 15th of the month day operations and during the overnight 15th-16th of the month night operations would have to be returned to appropriate locations no later than the end of the Contractor's night operations on the morning of the 16th of 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 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. The Government will record and pay for half cases when the first half of the case is stocked, IAW 4.3.3.2.1.1.

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

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

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

4.3.3.15.2. Replenishment Stocking. 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 that the Contractor is required to prepare orders for under 4.3.3.16.1.2. Stock availability for any item is defined as having that item available for patron selection/purchase at the assigned sales floor shelf location. Items to be stocked may also be identified by Government personnel and relayed to Contractor personnel for stocking. The Contractor shall begin replenishment stocking within 30 minutes after notification. The Contractor shall determine stocking priorities, obtain merchandise from appropriate locations (overwrite area and other areas within the RSHA), and accomplish stocking actions as often as necessary to avoid out-of-stock situations. The Contractor shall ensure that empty shelf spaces are stocked first and that some units of all available line items (to include vendor-authorized 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. Tasks Specific to Night Stocking. Procedures common to both day and night stocking are described in 4.3.3. through 4.3.3.14.2.

4.3.3.16.1. Shelf Stock Replenishment

4.3.3.16.1.1. Equipment and Training. The Government will provide radio frequency handheld terminals (RF-HHT), and will provide training in the use of RF-HHTs to Contractor personnel.

4.3.3.16.1.2. Shelf Stock Replenishment from Frequent Delivery System (FDS) Distributors. The Contractor shall use RF-HHTs to identify FDS shelf stock replenishment requirements for Contractor-responsible line items only. Commissary personnel will order requirements for all display/promotional items. In accordance with the schedule shown at EXHIBIT 4-3, the Contractor shall complete identification of FDS replenishment requirements and shall then turn the RF-HHTs over to commissary personnel for transmission of requirements to FDS distributors. Prior to transmission, commissary personnel will review requirements submitted by the Contractor to identify and correct obvious erroneous entries; e.g., extremely high case quantities, and will report any quantity changes made to the Contractor and the QAE. *(Although Shelf Stock Replenishment from FDS Distributors is normally considered to be a night stocking function, the Store Director and the Contractor may mutually agree that the Contractor can do this function at any time. The criteria for any such agreements are that they facilitate completion of this task, and do not add to contract costs.)*

4.3.3.16.1.2.1. Inventory Management. The Contractor shall develop and implement procedures to maintain high levels of stock availability and to control the amount of overwrites generated from the determination of shelf stock replenishment requirements.

4.3.3.16.1.2.1.1. Stock Availability. The Contractor shall maintain stock availability directly attributable to Contractor determination of FDS shelf stock replenishment requirements of 95 percent during the Contractor's day stocking coverage. **The stock availability percentage is computed as follows: total number of Contractor-responsible line items available for purchase at assigned shelf locations, adjusted for changes to order quantities made by commissary personnel, for invalid items, and for items not shipped by distributors, divided by the total number of Contractor-responsible line items shown in 4.3.1.**

4.3.3.16.2. Contractor Use of Government Furnished RF-HHT Equipment. In order for Contractor personnel to utilize government furnished RF-HHTs, in the performance of the shelf stock replenishment function (4.3.3.16), they shall comply with the requirements at paragraphs 1.5.1 through 1.5.1.2. Once the Contractor has provided evidence that each employee who may have access to the Government-provided RF-HHT equipment has been subject to, and has successfully passed, an ADP level III background investigation, store management will initiate the completion and submission of the required DeCAF 35-1 to the DeCA Service Desk. The Contractor shall ensure the expeditious submission of all required information and documentation to facilitate timely processing of the DeCAF 35-1 for each affected employee. If approved, Contractor personnel will be assigned a login/password to utilize the RF-HHTs. The practice of sharing or allowing other personnel to operate equipment utilizing someone else's information is prohibited. Authority to utilize government furnished RF-HHT shall be removed, when infractions of the policy are reported/substantiated and/or when authorized personnel are no longer employed by the Contractor. Store management will initiate notification to the DeCA Service Desk to delete the login

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.**

Estimated number of cases per month to OFFLOAD:	
Semi-perishable cases, (a)	10,551
Perishable (chill & frozen) cases, (b)	4,349
Operating supplies cases, (c)	38
TOTAL CASES TO OFFLOAD (a+b+c):	14,938

*Tobacco cases are Offloaded by Government Personnel.

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 transport pallets/cartloads of merchandise at a productivity rate of at least 20 pallets per hour for all pallets/carts transported.

Estimated number of cases per month to TRANSPORT:	
Perishable (chill & frozen) cases, (a)	4,349
Operating supplies cases, (c)	38
TOTAL CASES TO TRANSPORT (a+b+c):	4,387

4.4.2.5. Reserved

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. Multi-Day Shipments with Stock Intermingled. Upon delivery of multi-day shipments in which semi-perishable cases for several stocking days are intermingled on pallets, the Contractor shall offload all pallets delivered, and prepare pallets for Government receipt. Following Government receipt of merchandise, the Contractor shall segregate semi-perishable cases.

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 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 half-cases-remaining, overwrite cases, and cases-not-stocked, as described in 4.3.3.2.1.5., is not part of this “Store Merchandise” workload.

Estimated number of line items and cases per month to STORE:		
	Line Items	Cases
Semi-perishables (a):	120	2,291
TOTAL TO STORE (a+b):	120	2,291

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 half-cases-remaining, 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.

Estimated number of line items and cases per month to PULL:		
	Line Items	Cases
Semi-perishables (a):	120	2,291
TOTAL TO PULL (a+b):	120	2,291

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 of the 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 items in the categories identified below as “CR”-CONTRACTOR RESPONSIBLE” IAW all other terms, conditions, and requirements of this contract. The estimated workload associated with this stocking requirement is shown in 4.3.1.

CR - All frozen food categories

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

CR-Baby foods, baby supplies, e.g., rubber pants, bottles and bottle accessories (baby formula is not vendor stocked)

CR-Candy and gum

CR-Fresh prepackaged bakery products

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

CR-Gourmet and natural foods

CR-Pasta

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

CR-Soft drinks and bottled water (includes FDS bottled water)

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

CR-Batteries, cellophane tapes, mailing supplies, and shoe polish

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

CR-Vitamins and body builder products

CR-Hosiery

CR-Light bulbs

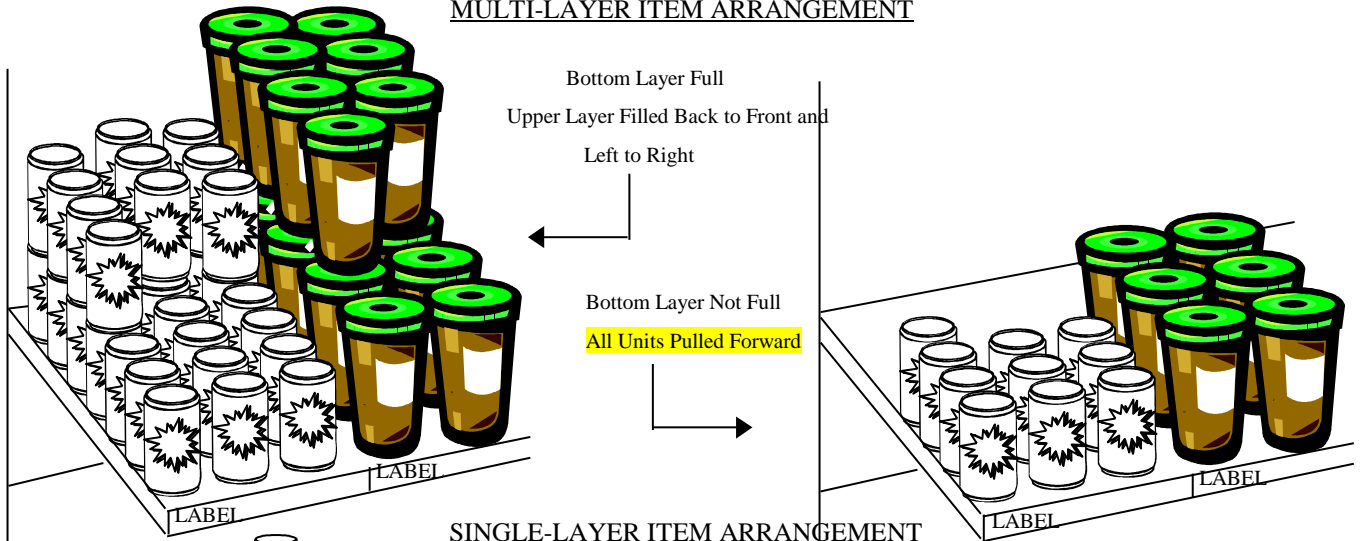
CR-Pet supplies and birdseed (does not include pet food or edible treats)

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

EXHIBIT 4-2

METHODS OF STOCKING

MULTI-LAYER ITEM ARRANGEMENT



SINGLE-LAYER ITEM ARRANGEMENT

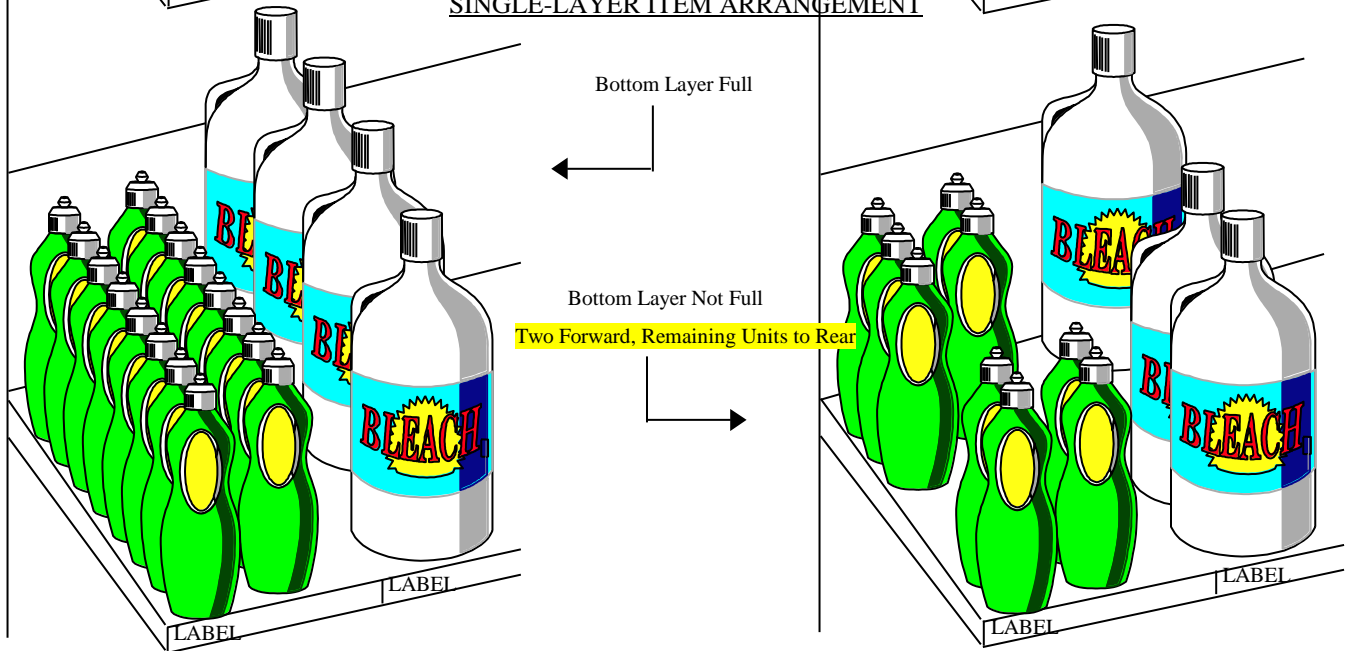


EXHIBIT 4-3

RF-HHT TURN-IN TIME AND FDS DISTRIBUTOR DELIVERY SCHEDULE

The Contractor shall determine shelf stock replenishment requirements and handle FDS deliveries IAW 4.3.3.16.1, 4.4, and this schedule.

DISTRIBUTOR	SUN	MON	TUE	WED	THU	FRI	SAT
COASTAL PACIFIC							
RF-HHT TURN-IN TIME:	---	---	---	RF-HHT (12am) For Thursday Delivery	---	---	RF-HHT (12am) For Mon delivery
DELIVERY TIMES:	---	*9:00AM- 2:30PM	---	---	*6:00AM- 10:00AM	---	---
# TRUCKS:		1			1		
STOCKED ON:		MON/TUE/ WED			THU/FRI/SAT		

---No RF-HHT turn-in time and/or delivery, as applicable.

*Multi-day delivery with stock intermingled.

EXHIBIT 4-5

CUSTODIAL AREAS OF RESPONSIBILITY 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/Vinyl/Vinyl Slip Resistant, Quarry). 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 glossy appearance.

2.2.2. VCT Slip-Resistant (VCT-SR) Floors. VCT-SR floor covering is installed in those areas of newer commissaries in which the potential for slip accidents is greatest. In the absence of the VCT-SR 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-SR 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 VCT-SR tile; and shall present a uniform matte appearance.

2.2.3. Ceramic/Quarry Tile. In the absence of the ceramic/quarry manufacturers' floor care specifications, the Contractor shall develop a floor care program based on general guidance regarding procedures and standards of care for this type of floor covering. A properly maintained ceramic/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 uniform matte appearance

2.2.4. Reserved.

2.2.5. Reserved

2.3. Reserved

2.4. Concrete Floors. If using a power washer, 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.

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.

3.1.4. Display, Fixtures, and/or Racks of Other Service Contractors. The Contractor is not required to clean displays, fixtures, or racks merchandised by commissary bakery, deli, seafood, or other service Contractors, regardless of whether these displays, fixtures, or racks are located in service contract areas or elsewhere in the commissary.

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

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

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

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

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

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

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

4.3.1. Restroom Supply Replenishment. The Contractor shall furnish and replenish toilet tissue, paper towels, liquid soap, deodorizer, air freshener toilet seat covers, and diaper change station liners in restrooms. Toilet tissue shall be at least two-ply if used in roll size and one-ply for jumbo-sized dispensers. Urinals and toilet bowl deodorizers will contain no paradichlorobenzene.

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

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

6. WALK-OFF MATS/RUNNERS/CASHIER AND DISPLAY CASE MATS. The Contractor shall clean (remove soil and grit) and restore resiliency of the pile to carpet-type mats/runners. Rubber or polyester mats/runners shall be 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 are depicted on a drawing at EXHIBIT 4-7.

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

14.2. Trim Barrels and Trim Barrel Storage Area. The Contractor shall clean and sanitize the empty trim barrels and the area in which trim barrels are stored IAW the standard in 14.

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		CUSTODIAL QUALITY STANDARDS (SALES AREAS)	
	AREA IN SQUARE FEET (SF)	FLOOR TYPE	SURVEILLANCE FREQUENCY	QUALITY STANDARDS/PWS PARAGRAPHS SHOWN BELOW
ENTRY/EXIT VESTIBULES	446	VCT	D	<u>2.1.</u> - <u>2.2.1.</u>
CART STORAGE	248	VCT	D	<u>2.1.</u> - <u>2.2.1.</u>
CHECKOUT/FRONT END/QUEUING AREAS	790	VCT	D	<u>2.1.</u> - <u>2.2.1.</u>
SALES AREA	10,899	VCT	D	<u>2.1.</u> - <u>2.2.1.</u>
	3,284	VCT/SLIP-R	D	<u>2.1.</u> , <u>2.2.</u> & <u>2.2.2.</u>
TOTAL SALES AREA	15,667	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
QT=QUARRY TILE
VCT/SLIP-R=VCT SLIP RESISTANT
VCT=VINYL COMPOSITION TILE

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

COMMISSARY AREA/ITEM		AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^α		SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS				
		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)		920	VCT	W <u>2.1.</u> - <u>2.2.1.</u>	W	M	M	A
		881	VCT	W <u>2.1.</u> & <u>2.3.</u>	W	M	M	A
BREAK ROOMS (ALL AREAS)		428	VCT	D <u>2.1.</u> - <u>2.2.1.</u>	W	M	M	A
LOCKER ROOMS (ALL AREAS)		203	CT	D <u>2.1.</u> - <u>2.2.</u> & <u>2.2.3.</u>	W	M	QTR	A
CUSTODIAL CLOSET		45	CONC	W <u>2.1.</u> - <u>2.2.1.</u>	W	M	---	---
REST ROOMS (ALL AREAS)	# of restrooms: <u>4</u>	640	CT	D <u>2.1.</u> - <u>2.2.</u> & <u>2.2.3.</u>	D AND IAW <u>4.3.</u>	D AND IAW <u>4.3.</u>	D AND IAW <u>4.3.</u>	A AND IAW <u>4.3.</u>
TOTAL OTHER AREAS		3,117	SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT AND FIXTURES.					
SALES AREA (INCLUDES VESTIBULES, ID/ENTRANCE, INSIDE CART STORAGE, CHECKOUT/FRONT END AND SALES AREAS)					W	W	W** D*	SA
					*ENTRANCE /EXIT DOORS AT FRONT OF COMMISSARY **Applies to the 118 glass frozen/chill doors on display cases			
GONDOLAS (CLEANING UNDERNEATH)		Gondolas without Kickplates		2,664 Square Feet	D (<u>3.1.</u> - <u>3.1.1.</u>)			
END CAPS AND OTHER OFF SHELF DISPLAYS (CLEANING UNDERNEATH)		---		168 Square Feet	M IAW <u>3.1.</u> & <u>3.1.2.</u>			
NON-MOBILE MERCHANDISERS (CLEANING UNDERNEATH)		---		102 Square Feet	QTR IAW <u>3.1.</u> & <u>3.1.3.</u>			
TOTAL UNDERNEATH CLEANING				2,934				

---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>1</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)	5
FRONT END MERCHANDISERS (ON FLOOR)	3
SHOPPING CARTS (ON FLOOR)	75
CARRYOUT CARTS (ON FLOOR)	12
REMOVABLE DISPLAY CASE BUMPER GUARDS	NONE

TRASH RECEPTACLES		
LARGE	MEDIUM	SMALL
10	12	8

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

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS								
	AREA IN SQUARE FEET(SF)	FLOOR TYPE	FLOOR CLEANING IAW 2.4., 2.5., 13., 15., & 16.	LOW CLEANING IAW 4. - 4.1.1.	HIGH CLEANING IAW 4. - 4.1. & 4.1.2.	LOW GLASS & WINDOW CLEANING IAW 11.	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)	7,205	CONC	D (SWEEP)	QTR	QTR	M	QTR	M	A	D	QTR
OUTSIDE AREAS:											
LEFT HAND SIDE	2,226	CONC	D							D	
FRONT	5,973	CONC	D	---	---	---	---	---	---		---
REAR	3,904	CONC									
TOTAL AREA	19,308	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.Snow and Ice Removal in the following areas:

OUTSIDE AREA	SQUARE FEET	SURFACE TYPE
Front of Building	1,200	Concrete
Rear of Building (Loading Docks)	1,413	Concrete
TOTAL AREA	2,613	

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

COMMISSARY AREA/ITEM	AREA IN SQUARE FEET (SF) ^a	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>	CLEAN & SANITIZE TRIM BARRELS IAW <u>5.</u> & <u>14.2.</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	434	QT	D	D	---	D	D	M	QTR	A
TRIM BARRELS	**	---	---	---	** W	---	---	---	---	---
TOTAL MEAT AREA	434	SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.								
NUMBER OF TRIM BARRELS	3									

---No data/frequency

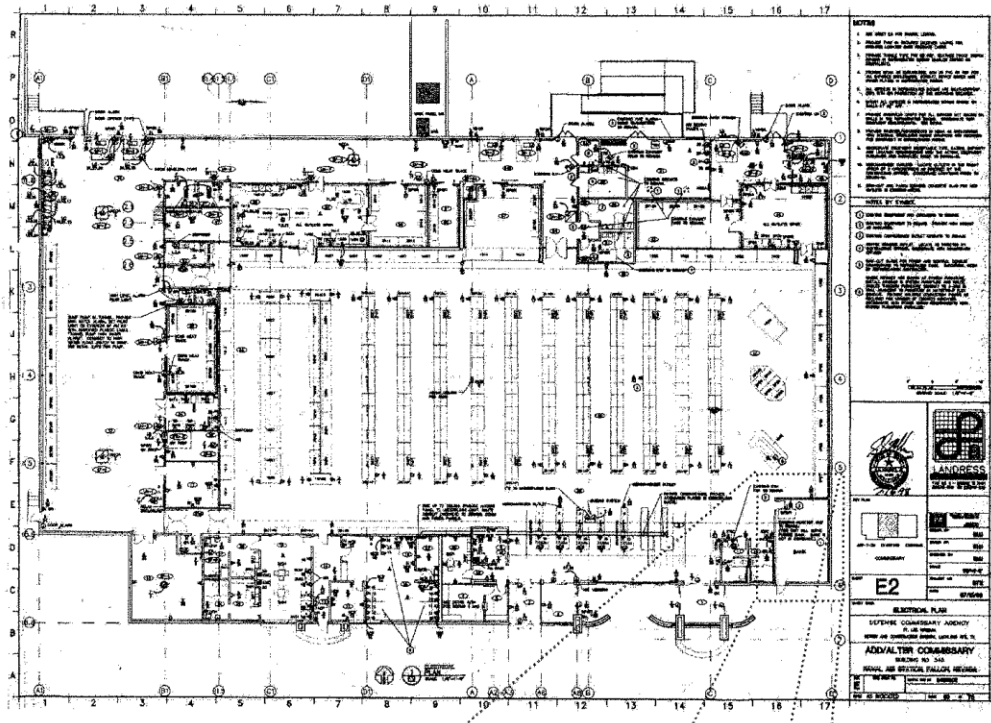
CUSTODIAL AREA (SUBJECT TO FLOOR CARE) SUMMARY

TOTAL CUSTODIAL AREA FOR PRS (6) -- <u>(EXHIBIT 4-6-1)</u>	15,667
TOTAL CUSTODIAL AREA FOR PRS (7) -- <u>(EXHIBITS 4-6-2 & 4-6-4)</u>	25,359
TOTAL CUSTODIAL AREA FOR PRS (8) -- <u>(EXHIBIT 4-6-5)</u>	434
TOTAL CUSTODIAL AREA	41,460

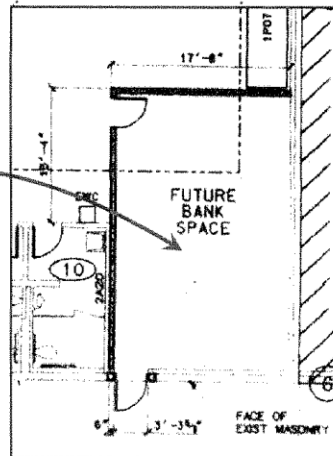
EXHIBIT 4-7

FACILITY LAYOUT

Fallon NAS Commissary
 (Upgrade Office Space – Previously ID as Bank Area)

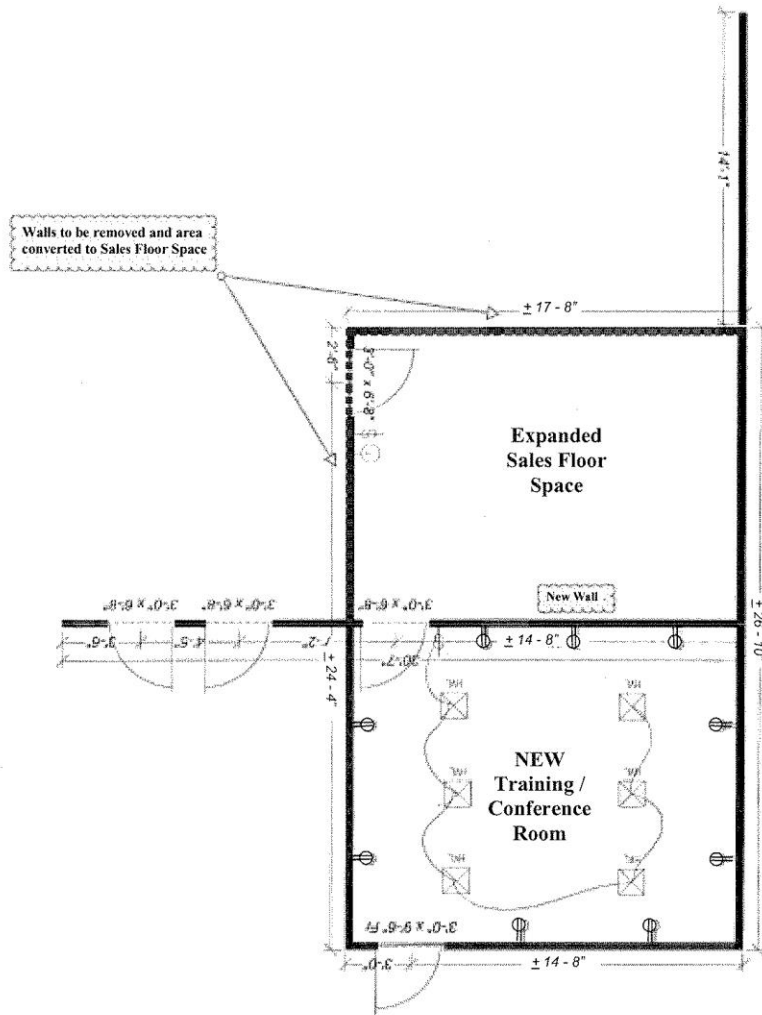


Unoccupied Area – Converted to functional Sales Floor/Office space (± 26'-10" x 17'-8")



Page 1 of 2

Fallon NAS Commissary
(Upgrade Office Space – Previously ID as Bank Area)



Layout of Banking Area that was Converted to Expanded Sales Floor and Training/Conference Room Areas

EXHIBIT 4-7

**FACILITY LAYOUT
(ROOM NUMBER LEGEND)**

1	Entry Vestibule
2	Exit Vestibule
3	Cart Return Vestibule
4	Cart Storage
5	Checkout
6	Damage Merchandise Sales Niche
7	Sales Floor Area
9	Rest Room – Men – Customer
10	Rest Room – Women – Customer
11	Rest Room – Women – Employee
12	Rest Room – Men – Employee
13	Store Director’s Office
14	Administrative Entry Vestibule
15	Administrative Corridor
16	Administrative Area
17	Break Room
18	Break Room
19	Locker Room
20	Locker Room
21	Training Room
22	Store Administrator Office
23	Grocery Manager Office
24	Janitor Closet
25	Receiving Office
28	Contract Stocker Storage
29	Receiving
30	Staging Area
31	MHE Charging Area
32	Receiving Aisle
33	Vestibule (Staging to Sales)
34	Meat Processing and Wrapping Area
35	Front Outside of the Building
36	Left Hand Side of the Building – Outside
37	Rear Outside of the Building

EXHIBIT 4-9 INSTALLATION ACCESS



DEPARTMENT OF THE NAVY
NAVAL AIR STATION FALLON
4755 PASTURE ROAD
FALLON, NV 89496-5000

April 7, 2009

Dear Naval Air Station Fallon business partner,

One of the highest priorities at Naval Air Station Fallon (NAS Fallon) is the safety and security of our personnel, families, civilian workers and visitors on the installation. In response to Department of Defense and U.S. Navy policies, NAS Fallon is implementing more restrictive access procedures that affect non-military personnel who require access to the installation.

NAS Fallon recognizes the important role that companies like yours play in our day-to-day operations. That is why NAS Fallon is offering an entry protocol called the *RAPIDGate* Program. This program is available by installation approval to new and existing vendors, suppliers, contractors, subcontractors and service providers who require routine access to NAS Fallon and desire streamlined entry into the installation.

Through two integrated processes –Access Privilege Management and Enrollment/Registration – the *RAPIDGate* Program enables electronic verification of identity and access privileges at the access control points (ACPs), thereby improving security and streamlining access to the installation.

1. Access Privilege Management

- a. Personnel that currently access NAS Fallon will need to enroll in the *RAPIDGate* Program to have streamlined access onto the installation. All existing contractor passes will expire on July 1, 2009.
- b. Companies that choose not to participate in *RAPIDGate* will be required to obtain a day pass to continue accessing the installation. To obtain a pass, you will be required to get out of your vehicle, go to pass and ID, and show identification, proof of insurance, registration and bill of landing each time you access the base. Passes will be issued one day at a time. No extended passes will be provided.

2. Enrollment/Registration

Companies that service NAS Fallon may enroll in the *RAPIDGate* Program by calling 1-877-*RAPIDGate* (1-877-727-4342). The Program will confirm with the installation that the company has legitimate business on the installation. Once the company has enrolled, its employees can register at the self-service Registration Station located at the Pass and Decal Office.

The *RAPIDGate* Program confirms the individual's employment status with the company, and then performs identity authentication and background screening. Employees who qualify are issued a personalized *RAPIDGate* ID Credential. The Credential includes the employee's photograph, a barcode for scanning at ingress and various features to deter fraud. The Program performs background screening on a regular basis to verify continued eligibility in the Program.


Companies already enrolled in the *RAPIDGate* Program at other installations may request access to NAS Fallon for their currently enrolled employees by calling 1-877-*RAPIDGate* (1-877-727-4342). Once the company is approved, its employees who already hold *RAPIDGate* Credentials may be able to use them at NAS Fallon. *RAPIDGate* is currently active or coming soon to several installations in your area including all of Navy Region South West installations and Marine Corps Base Camp Pendleton. If you are new to the *RAPIDGate* Program, but require access to multiple installations; please call 1-877-*RAPIDGate* and the customer service representatives will assist you with requesting access to multiple installations using the same credential.

The *RAPIDGate* Program will provide you with streamlined access onto the installation. To enroll, please follow the guidelines on the attached document, *RAPIDGate* Program Enrollment Information. Questions about the NAS Fallon *RAPIDGate* Program should be addressed to info@rapidgate.com with the subject line RE: *RAPIDGate* Program.

We strongly encourage your participation in the *RAPIDGate* Program. It will assist us with streamlining access for your employees, improving the ability of our access control personnel and maintaining higher levels of security and efficiency.

NAS Fallon appreciates your continued support of our efforts to make this installation safer and more secure.

Sincerely,


MICHAEL H. GLASER
Captain, U.S. Navy
Commanding Officer
Naval Air Station Fallon

Enclosure: *RAPIDGate* Program Enrollment Information

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

National Fire Protection Association (NFPA):

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

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE

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

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

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

4.1.4. If the Government determines that it will not be possible to allow the Contractor to reperform or to perform late, the Contractor 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. Reserved

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.

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

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHARTS

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

SHELF STOCKING OPERATIONS

PERFORMANCE REQUIREMENTS SUMMARY

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
<p>(1) Perform Shelf Stocking Operations</p> <p>1(a) Cleaning & Dusting, Rotation and Nearest Case Stocking</p> <p>1(b) Methods of Stocking and Placement</p>	<p>1(a): <u>4.3.3.1. Cleaning & Dusting</u> <u>4.3.3.3. - 4.3.3.3.1. Merchandise Rotation</u> <u>4.3.3.2.1.1. Half Cases/Half-Cases-Remaining</u></p> <p>1(b): <u>4.3.3.2.-4.3.3.2.1.,</u> <u>4.3.3.2.2.-4.3.3.2.4. Methods of Stocking and Placement</u></p>	<p>*See the Table 1 below for the sample size per day and AQLs.</p> <p>The sample size is determined by multiplying the daily sample size by the number of days per month the Contractor performs night shelf stocking functions.</p>	<p>Random Sample</p>	<p>1(a) 17%</p> <p>1(b) 53%</p>
<p>(2) Returning Merchandise to Appropriate Locations</p>	<p><u>4.3.3.10. Returning Merchandise to Appropriate Locations</u></p>	<p>0 defect</p> <p>The lot size is the number of days that the Contractor is required to perform per month. Performance is assessed on a daily basis. A defect is defined as 21 or more units misplaced on any day that the Contractor is required to perform.</p>	<p>Checklist</p>	<p>5%</p>
<p>(3) Disposal of Cardboard, Plastic and Waste Materials</p>	<p><u>4.3.3.11. - 12. Disposal of Cardboard, Plastic Waste Materials</u></p>	<p>0 defect</p> <p>The lot size is the number of days that the Contractor is required to perform per month.</p>	<p>Checklist</p>	<p>5%</p>
<p>(4) Replenishment Stocking and Stock Availability</p>	<p><u>4.3.3.15.2. Replenishment Stocking and Stock</u> <u>4.3.3.16.1.2.1.1. Stock Availability</u></p>	<p>1 defect</p> <p>The lot size is the number of days per month that the Contractor is required to perform day shelf stocking.</p>	<p>Checklist</p>	<p>20%</p>

***Table 1**

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

<p>A REQUIRED SERVICE</p>	<p>B STANDARD OF PERFORMANCE</p>	<p>C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)</p>	<p>D METHOD OF SURVEILLANCE</p>	<p>E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT</p>
<p>(5) Perform Receiving/Storage/Holding Area Operations</p>	<p><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> Reserved</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 five paras/descriptions listed as one task per each day that the Contractor performs the task, e.g., Offload is one task per each day that the Contractor is required to perform that task, Store Merchandise is one task per each day that the Contractor is required to perform that task, etc.

CUSTODIAL OPERATIONS

PERFORMANCE REQUIREMENTS SUMMARY

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

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.