

The following list contains the entire submission submitted October 18, 2024 01:55:01am ET, and is formatted for ease of viewing and printing.

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## Request

Request ID	1641056
Confirmation ID	1644121

### Request description

This is a FOIA request, where I am requesting clearly releasable info only: 1. The first page (i.e., Face Page) of the current contract award, and first 15 pages of the Performance Work Statement or Statement of Work for the existing contract # HDEC0821C0015  
[https://www.fpds.gov/ezsearch/search.do?q=HDEC0821C0015&s=FPDS.GOV&templateName=1.5.3&indexName=awardfull&sortBy=SIGNED\\_DATE&desc=Y](https://www.fpds.gov/ezsearch/search.do?q=HDEC0821C0015&s=FPDS.GOV&templateName=1.5.3&indexName=awardfull&sortBy=SIGNED_DATE&desc=Y) 2. for the existing contract, who is currently assigned as: PM/TM/POC (govt program manager, technical manager or govt owner of the requirement), COR (Contracting Organization Representative), CO/KO (contract officer), and CS (contract specialist, if applicable) Fee Approval: We approve fees up to \$28, as we are only requesting historical PWS and contacts, so this request is likely less than 15 pages of clearly releasable info. Contact: Liona FOIA Officer Email address: foiarequest@lionaenterprises.com

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## Supporting documentation

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## Fees

Request category ID	commercial
Fee waiver	no
Willing to pay	\$28

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## Expedited processing

Expedited Processing	no
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## Additional information

attachments\_supporting\_documentation

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   58	
2. CONTRACT (Proc. Inst. Ident.) NO. HDEC0821C0015P00007		3. EFFECTIVE DATE 01 Mar 2021		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)		CODE	
				<b>See Item 5</b>			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ASPIRE THERAPY SERVICES AND CONSULTANTS, ASPIRE GOVERNMENT SERVICES GILBERT PERALES 1003 BECKETT ST STE 201 SAN ANTONIO TX 78213-1372				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Block 12</b>	
CODE 6WFK9		FACILITY CODE					
11. SHIP TO/MARK FOR NEW LONDON COMMISSARY 40 CRYSTAL LAKE ROAD, BLDG 617 GROTON CT 06349		CODE HQCNEE		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 <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$1,536,970.83 EST</b>	
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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 HDEC0820R0006  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER DIANA GROSS-BENDALL / CONTRACTING OFFICER TEL: (804) 734-8000 EXT 48185 EMAIL: Diana.Gross-Bendall@deca.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		21-Jan-2021	

**PERFORMANCE WORK STATEMENT  
FOR  
SHELF STOCKING,  
RECEIVING/STORAGE/HOLDING AREA  
AND  
CUSTODIAL OPERATIONS  
AT THE  
NEW LONDON NSB COMMISSARY**

**MARCH 12, 2020**

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## **SECTION C-1**

### **GENERAL**

#### **1.1. SCOPE OF WORK**

1.1.1. Contractor Responsibilities. The Contractor shall furnish all personnel, supervision, supplies, equipment, tools, materials and other items and services as necessary to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial tasks in accordance with (IAW) this contract at the New London NSB Commissary located at Building 484, Crystal Lake Road, Box 41, Groton, CT 06349, nearest city Groton, 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		RSA		Meat Custodial		Night Stocking		Night Custodial	
	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
SUN	10am	5pm	12 noon	5pm	12pm (noon)	4pm	---	---	4pm	8pm	---	---	---	---
MON	---	---	---	---	---	---	6:00am	5:00pm	---	---	7pm	5am	7pm	5am
TUE	9am	7pm	11am	7pm	11am	6pm	7:00am	5:00pm	7pm	11pm	7pm	5am	7pm	5am
WED	9am	7pm	11am	7pm	11am	6pm	6:00am	5:00pm	7pm	11pm	7pm	5am	7pm	5am
THU	9am	8pm	11am	8pm	11am	7pm	7:00am	5:00pm	8pm	12am (midnight)	8pm	5am	8pm	5am
FRI	9am	7pm	11am	7pm	11am	6pm	6:00am	5:00pm	7pm	11pm	7pm	5am	7pm	5am
SAT	9am	6pm	11am	6pm	11am	5pm	7:00am	5:00pm	6pm	10pm	6pm	5am	6pm	5am

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 and the contractor's decision not to participate may result in lengthy delays each time installation access is necessary. 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 shall prepare a memorandum for record of the discussions, send the original to the Contracting Officer and furnish a copy to the PM.

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

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

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

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

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

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

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

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

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

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

1.11. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING. The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency (DeCA) via a secure data collection site. The Contractor is required to completely fill-in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported anytime during the FY, all data must be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>. The UIC associated with the New London NSB Commissary is DCE21H 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 **54** 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.

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

<u>ITEM/MODEL</u>	<u>QUANTITY</u>
Cardboard Baler	2
Ladder	1
Pallet Jacks, Manual	12
Pallet Jacks, Electric	2
Forklift, Electric, 4-Wheel	1
Stocking Carts, Yale, 4-Wheel	22

## SECTION C-3

### CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES

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

#### 3.2. EQUIPMENT

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

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

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

3.2.3. **Loss or Damage to Contractor Property.** The Government will provide a securable area for the Contractor to store Contractor equipment/supplies. The security of the equipment/supplies is the responsibility of the Contractor. The Government will not be responsible in any way for loss or damage occasioned by fire, theft, accident, or otherwise to the Contractor's materials, supplies or equipment stored on Government property, unless the Contracting Officer determines that the loss or damage is due to gross negligence on the part of the Government. Any damage to the Contractor's property/equipment caused as a result of Government operations will be recorded on DeCAF 30-111, DeCA Property Damage Accident Report, by either the QAE or Store Director and forwarded to the DeCA activity safety representative.

3.2.4. Reserved

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

3.3.1. **Compliance with Standards.** The Contractor shall use only cleaning/sanitizing/degreasing agents which have been approved for specific use on food contact surfaces by the United States Department of Agriculture (USDA) or the Food and Drug Administration (FDA) in accordance with 21 CFR 178.1010, Sanitizing Solutions. In addition, all chemicals (cleaning soaps, sanitizers, etc) must be listed in the NSF International (formerly National Sanitation Foundation) White Book – Non-food Compounds Listing which is available at: <http://www.nsf.org/usda/psnclistings.asp>. These products must be used in accordance with Environmental Protection Agency (EPA) approved manufacturers' label use instructions and only for the specific purpose for which they have been approved. The Contractor shall use sanitizer test kits to determine that sanitizers meet the required strengths. The Contractor shall keep Material Safety Data Sheets (MSDSs) for all hazardous chemicals used under the contract on the premises and

readily accessible for review by Contractor and Government personnel as required by Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1910.1200, Hazard Communication.

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

## **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, Liquified 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 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 manually powered pallet jacks with hard rubber or pneumatic wheels, or other equipment that does not mar floors in the sales area. Pallet jack arms shall be lifted high enough off the floor during operation to prevent scrapes or floor damage.

4.3. SHELF STOCKING

4.3.1. Estimated Shelf Stocking Workload and Line Items.

<b>Cases per month stocked to shelf (Night Stocking)</b>	<b>29,166</b>
<b>Cases per month stocked to shelf (Day Stocking)</b>	<b>631</b>
<b>Cases per month stocked to Displays From <u>4.3.3.7.</u></b>	<b>3,042</b>
<b>Total Cases per month stocked to shelf and displays:</b>	<b>32,839</b>
<b>Total Contractor-responsible line items (Night Stocking):</b>	<b>6,650</b>

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

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

4.3.2.1. Meat department.

4.3.2.2. Produce department.

4.3.2.3. Refrigerated fluid milk, fresh dairy products, and eggs.

4.3.2.4. Tobacco and smoking-cessation products.

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

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

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

<b>Estimated # of half cases stocked per month*</b>	<b>230</b>
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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 the Government has ordered from FDS distributors for replenishment stocking, and that the Contractor has moved to the sales floor to stock; but which the Contractor cannot stock in shelf space available in item allocations.

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

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

4.3.3.2.1.5. Disposition of Half-Cases-Remaining, Overwrite Cases, and Cases-Not-Stocked. The Contractor shall place half-cases-remaining and overwrite cases in “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 Government 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, all layers of stock are aligned along the front edge of the shelf so that the item allocation is filled from the left edge of the item shelf label to the left edge of the shelf label located to the immediate right of the item being stocked, and shall have stock filled from the front to the back of the item allocation. Second and higher layers shall be filled, from left to right and front to back, to ensure all available product is pulled to the front of the shelf. **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 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. Replenish Displays. The Contractor shall replenish stock on displays that are built with Contractor-stocked items. As advised by the Store Director, the Contractor shall stock Contractor-responsible line items onto displays located on the ends of aisles, or elsewhere throughout the commissary. At the beginning of each display period, the Store Director will advise the Contractor of the display plan. The Government will allocate display space, will determine when and how displays will be built and dismantled, and will order all original and replenishment stock for displays. As necessary to maintain stock levels and appearance, the Contractor shall stock and straighten display merchandise during day and night stocking operations IAW shelf stocking standards or procedures specific to each display. The Contractor shall clean, dust, and rotate display stock, as necessary to maintain the standards described for shelf stocking. The Contractor is not authorized to build or dismantle displays or repack and move the remaining display merchandise from the sales floor to the storage location within the RSHA.

<b>Estimated # of cases stocked per month for replenishment of displays*</b>	<b>3,042</b>
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\*Included in 4.3.1, Total cases stocked

#### 4.3.3.7.1. Reserved

4.3.3.8. Amount of Overwrite Cases. The estimated percentage of overwrite cases per month is **5 percent** of the total monthly cases available for stocking by the Contractor. In accordance with Schedule B of the contract, the Contractor shall be entitled to invoice the Government for the number of cases exceeding the estimated monthly overwrite percentage. Any case(s) that the Government specifically directs the Contractor to stock shall be included in the number of total cases available for stocking.

4.3.3.9. Mispicked Merchandise. Mispicked merchandise is defined as cases that were not ordered; but were shipped by a distributor or other supplier. If the Contractor identifies cases as mispicked, the Contractor shall notify the Government and place all mispicked items in 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 15<sup>th</sup> of the month day operations and during the overnight 15<sup>th</sup>-16<sup>th</sup> of the month night operations would have to be returned to appropriate locations no later than the end of the Contractor's night operations on the morning of the 16<sup>th</sup>

of the month. Contractor day personnel shall respond to requests to pick up refrigerated items left at the checkout point, or found during routine day custodial/stocking activities, and return these immediately to a designated area, other than the original stock location, unless otherwise directed by the Store Director. If the Store Director or their qualified representative determines that a product still in its desired state (frozen if freeze, chilled if chill) is "Fit for Intended Purposes," then the Contractor shall immediately return the designated refrigerated items to their original stock location. Contractor day personnel shall also periodically collect abandoned/misplaced non-refrigerated items at the checkout point and elsewhere; and, at the Contractor's option, shall return these items as they are found, or set aside for later handling. The Contractor shall return all non-refrigerated items to shelf locations and shall place any damaged merchandise in a designated damage control location.

4.3.3.11. Disposal of Cardboard. Cardboard is defined as cardboard and paper that is dry and unwaxed, and does not include plastic bands or wrap, metal bands or straps, or any other types of packaging materials. During day operations, the Contractor shall continually remove from throughout the commissary sales area all cardboard generated by sales activity and by Contractor stocking, and shall place the cardboard in the baler. During night stocking operations, the Contractor shall breakdown and remove from the sales area, all cardboard that is generated by Contractor stocking, and shall place the cardboard in the baler. The Contractor shall also dispose of all cardboard generated directly from Contractor RSHA operations. The Contractor is not responsible for collecting or placing in baler any cardboard generated by vendor stockers or by Commissary personnel. **The Contractor is not responsible for making bales during hours when they are not scheduled to work; however, the Contractor shall ensure that all bales have been processed prior to the end of their shift.**

Government employees will process bales during hours when Contractor personnel are not scheduled to work. Regardless of the source of the cardboard, the Contractor shall make a bale whenever the baler is full, tie off the bales, remove bales from baler, and either move the bales to a temporary holding location within the RSHA, or place all bales in a permanent storage location, or in or on a transport trailer, as designated by the Store Director. If a bale breaks during handling by the Contractor, the Contractor shall pick up contents of the bale and re-bale it. The Contractor shall ensure that all Contractor employees who use the baler are trained in the safe operation of this equipment. In the event of a mechanical failure in the baler, the Contractor shall breakdown and stack/store cardboard in an area designated by the Store Director.

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

The Contractor shall ensure that all Contractor employees who use the baler are trained in the safe operation of this equipment. In the event of a mechanical failure in the baler, the Contractor shall remove bags of plastic from the baler and place them in an area designated by the Store Director. **The Contractor is not responsible for collecting and bagging any plastic generated by vendor stockers or by Commissary personnel. The Contractor is not responsible for making bales during hours when they are not scheduled to work; however, the Contractor shall ensure that all bales have been processed prior to the end of their shift, provided sufficient plastic is available to make a bale.** Government employees will process bales during hours when Contractor personnel are not scheduled to work and there is sufficient plastic available to make a bale.

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

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

4.3.3.14. Replenishment Stocking from Commissary Stock on Hand. In coordination with the Store Director, the Contractor shall develop procedures by which stock on hand in the freezers, refrigerators, 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 freezers, refrigerators, 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, freezer, or refrigerated storage areas. The Government will certify the number of cases stocked IAW the procedures developed under 4.3.3.14.1.

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

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



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

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

4.3.3.16. Reserved

4.3.3.17. Reserved

4.3.3.18. Reserved

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

4.4.1. General. The Contractor shall operate the commissary RSHA during the times identified in 1.2.1. During these periods of RSHA operations, the Contractor shall handle deliveries of all items except "direct delivery" items that vendors offload. Also excluded are deliveries of fresh and smoked meats, fresh fruits and vegetables, refrigerated fluid milk and associated dairy products, and eggs, when such deliveries are direct from the manufacturer.

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

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

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

merchandise that arrives already palletized at a productivity rate of at least 30 pallets per hour for all pallets offloaded. **The store participates in the DDR receiving process, which means the government receivers will count pallets of merchandise, as they are offloaded from the trucks vs. counting each individual case.**

<b>Estimated number of cases per month to OFFLOAD:</b>	
Semi-perishable cases, (a)	<b>27,746</b>
Perishable (chill & frozen) cases, (b)	<b>16,712</b>
Operating supplies cases, (c)	<b>2</b>
<b>TOTAL CASES TO OFFLOAD (a+b+c):</b>	<b>44,460</b>

#### 4.4.2.3. Reserved

4.4.2.4. Transport Merchandise. Transporting merchandise involves moving pallets or cartloads of perishable merchandise (a perishable item is one that normally requires controlled temperature or humidity in transportation and storage) and operating supplies from the receiving area to holding areas, and placing the pallets/cartloads of merchandise in those holding areas. Within 15 minutes of completion of Government receiving of perishable merchandise, the Contractor shall transport perishable items into an appropriate refrigerated or freezer storage area for further disposition by contractor, commissary personnel, or vendor stockers. Within 30 minutes of completion of Government receiving, the Contractor shall transport pallets/cartloads of operating supplies to holding areas designated by the Store Director. The Contractor shall store operating supplies, if this contract contains that storing requirement. The Contractor shall transport pallets/cartloads of merchandise at a productivity rate of at least 20 pallets per hour for all pallets/carts transported.

<b>Estimated number of cases per month to TRANSPORT:</b>	
Perishable (chill & frozen) cases, (a)	<b>16,712</b>
Operating supplies cases, (b)	<b>2</b>
<b>TOTAL CASES TO TRANSPORT (a+b):</b>	<b>16,714</b>

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

<b>Estimated number of cases per month to SEGREGATE</b>	<b>44,458</b>
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#### 4.4.2.5.1. 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 or perishable cases for several stocking days are intermingled on pallets, the Contractor shall offload all pallets delivered, transport the items identified in paragraph 4.4.2.4 above, and proceed with the processes referenced in paragraphs 4.4.2.5 and 4.4.2.7. Following Government receipt of merchandise, the Contractor shall segregate semi-perishable cases.

4.4.2.6.2. Reserved

4.4.2.7. Store Merchandise. Storing means placing full cases of semi-perishable merchandise, that have been specifically assigned by line item, in areas within the RSHA that have been designated by the Store Director, until such time as the cases are needed for replenishment stocking. The contractor shall store perishable items in freezer or cooler areas designated by the Store Director, until such time as the cases are needed for replenishment stocking. In the case of operating supplies, storing means placing them in designated departmental locations within the commissary or within the designated RSHA storage location. Perishable and semi-perishable merchandise to be stored includes residual stock from expired display periods (only if the contractor physically moves it from the sales area to the RSHA, freezer, or cooler storage location) and 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 cases of semi-perishable and perishable merchandise that have been specifically assigned locations by line item, 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.

<b>Estimated number of line items and cases per month to STORE:</b>	<b>Line Items</b>	<b>Cases</b>
Semi-Perishable Cases (a)	<b>25</b>	<b>500</b>
Perishable Cases (b)	<b>100</b>	<b>150</b>
Operating Supplies (c)	<b>40</b>	<b>10</b>
<b>TOTAL TO STORE (a+b+c):</b>	<b>165</b>	<b>660</b>

4.4.2.8. Pull Merchandise. Only cases of merchandise and/or operating supplies that were stored in accordance with 4.4.2.7 above, are considered part of the pull merchandise function. These cases are moved either to a holding area to await stocking, directly to the sales floor for replenishment stocking, or to fill patron “special orders” requirements. Regarding residual merchandise from expired displays, this could involve cases that were stored by other than the contractor. 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.

<b>Estimated number of line items and cases per month to PULL:</b>	<b>Line Items</b>	<b>Cases</b>
Semi-Perishable Cases (a)	<b>25</b>	<b>500</b>
Perishable Cases (b)	<b>100</b>	<b>150</b>
Operating Supplies (c)	<b>40</b>	<b>10</b>
<b>TOTAL TO PULL (a+b+c):</b>	<b>165</b>	<b>660</b>

4.4.2.9. Reserved

4.4.2.10. Reserved

4.4.2.11. Pallets. All pallets, serviceable and unserviceable, shall be returned to appropriate distributors. The Contractor shall place excess serviceable pallets in stacks no more than 20 pallets high, in an area designated by the Store Director. A serviceable pallet is a pallet that is sturdy, capable of supporting its load, and free of missing or broken slats or exposed nails. Unserviceable pallets (those that are broken, have exposed nails, or are missing slats) shall be segregated from those that are serviceable and shall be stacked in an area designated by the Store Director. The Contractor shall load exchange serviceable pallets and pallets that are unserviceable onto distributors' trucks. Unserviceable pallets shall not be placed in waste receptacles.

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

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

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

a. Immediately act to identify stocks of hazardous foods that may be on the shelf, including displays, and in the RSHA, freezers or coolers, 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.

#### 4.5. 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 areas, and Receiving/Storage/Holding, freezer and cooler areas 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, with the exception of contractor responsible areas.

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

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

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

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

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

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

- a. Immediately notify the Project Manager and the Store Director.
- b. Avoid skin contact with the spilled materials; use rubber gloves and boots as necessary. Take care not to inhale vapors.
- c. Clean up in accordance with the MSDS instructions. If clean-up instructions call for absorption, pour unscented cat box filler, sawdust, or other absorbent material on the spill to soak it up.
- d. Do not mix spilled materials with any other chemicals unless MSDS instructions indicate to do so! Some chemical mixtures, such as chlorine and ammonia, create deadly fumes. If there is a strong odor of the hazardous chemicals or materials, air the room as much as possible. Open doors and windows; turn on any exhaust fans.
- e. Follow MSDS instructions for disposal of spilled material. **It is illegal to dispose of many chemicals by pouring down the drain or placing in landfills.** Store personnel should contact the installation environmental officer if disposal guidance is needed.

## EXHIBIT 4-1

### LIST OF CATEGORIES/ITEMS AUTHORIZED FOR VENDOR STOCKING

**The Contractor shall stock these categories/items during day stocking operations, but only as absolutely necessary to avoid out-of-stock conditions. Contractor is NOT authorized to stock these categories/items during night stocking operations, unless they are designated as “CR” (Contractor Responsible). The CR designation authorizes the contractor to stock the categories/items during day and night time operations. The Defense Commissary Agency’s private label brands (Freedom’s Choice, HomeBase, etc.), as well as the control brands (TopCare®, etc.) are excluded from this listing and should be stocked in accordance with the existing contract terms and conditions of the Performance Work Statement.**

All frozen food categories

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

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

Candy and gum

Fresh prepackaged bakery products

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

Gourmet and natural foods

Pasta

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

Soft drinks and bottled water (includes FDS bottled water)

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

Batteries, cellophane tapes, mailing supplies, and shoe polish

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

Vitamins and body builder products

Hosiery

Light bulbs

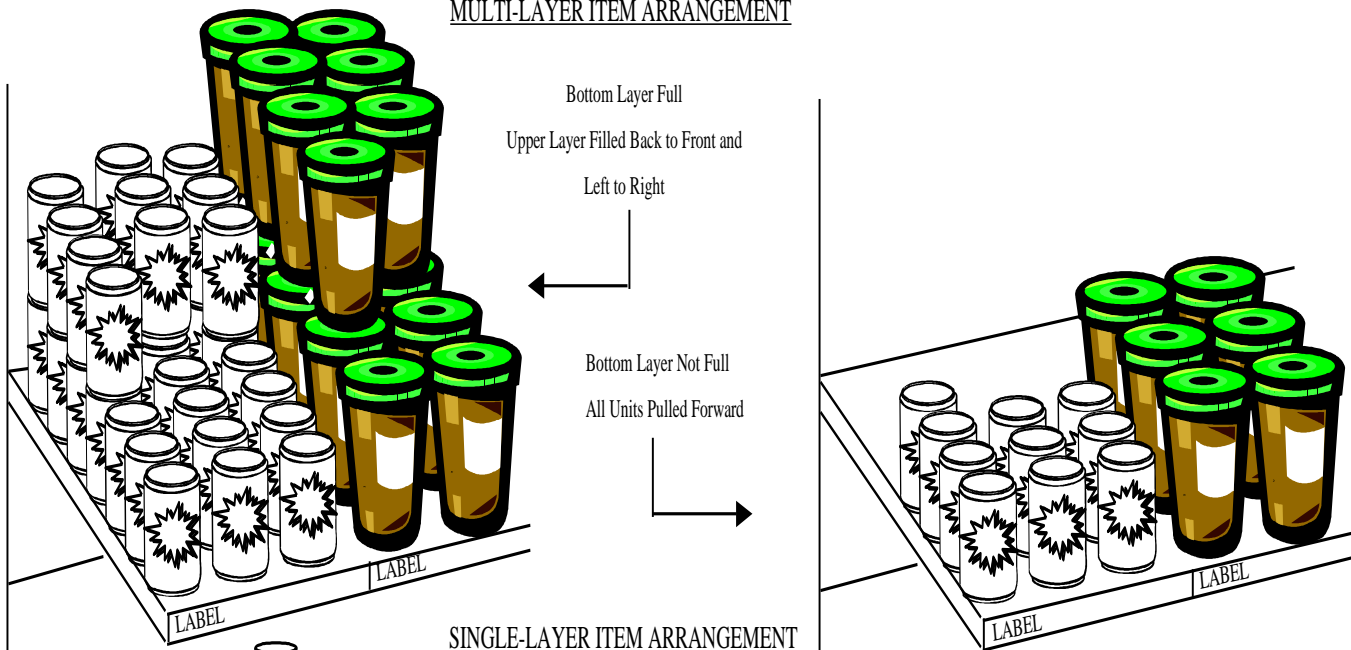
Pet supplies and birdseed (does not include pet food or edible treats)

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

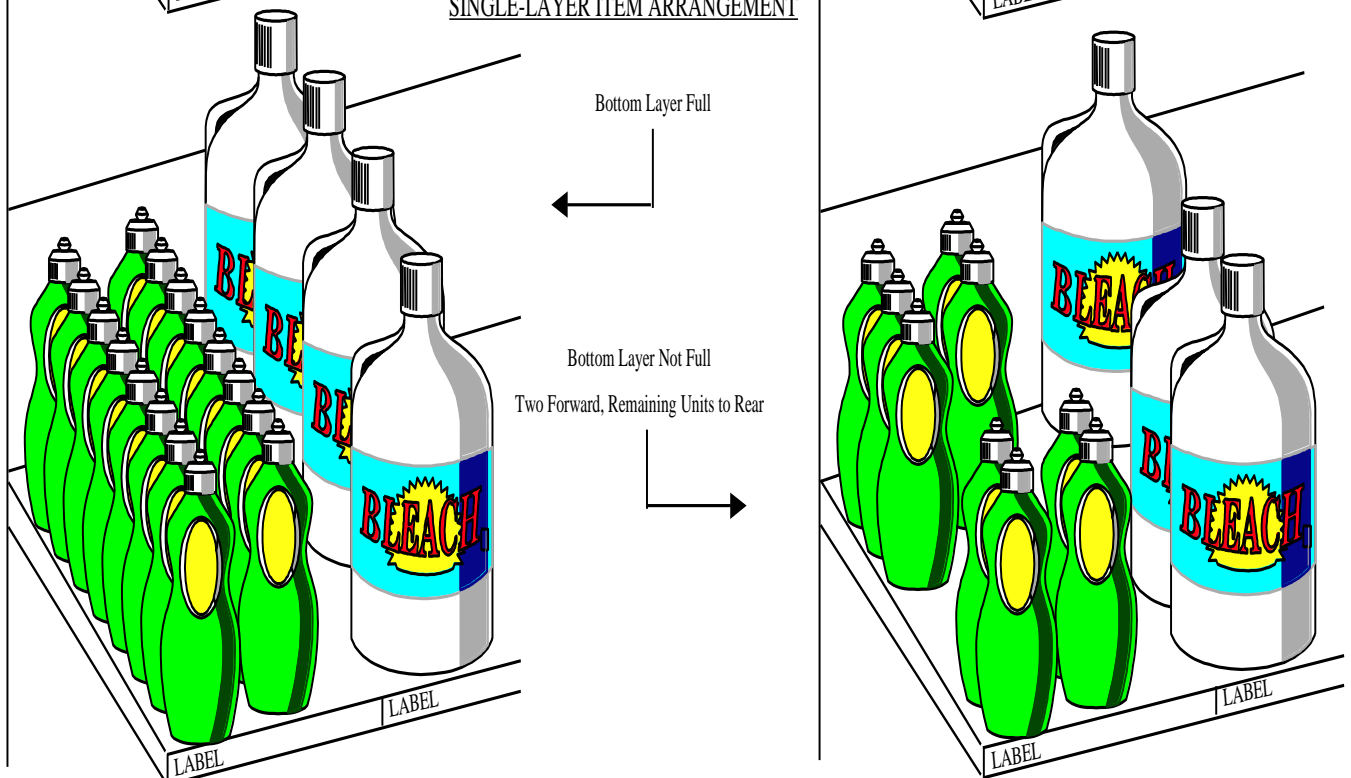
## EXHIBIT 4-2

### METHODS OF STOCKING

#### MULTI-LAYER ITEM ARRANGEMENT



#### SINGLE-LAYER ITEM ARRANGEMENT





## EXHIBIT 4-3

### FDS DISTRIBUTOR DELIVERY SCHEDULE

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

DISTRIBUTOR	SUN	MON	TUE	WED	THU	FRI	SAT
<b>C&amp;S</b> ===== DELIVERY TIMES: # TRUCKS: STOCKED ON:	===== --	===== 7:00am-11:00am  2 MONDAY	===== 7:00am-11:00am  2 TUESDAY	=====	===== 7:00am-11:00am  2 THURSDAY	===== 7:00am-11:00am  2 FRIDAY	===== 7:00am-11:00am  2 SATURDAY
<b>MDV Nash Finch (Norfolk)</b> ===== DELIVERY TIMES: # TRUCKS: STOCKED ON:	===== --	===== 7:00am-10:00am  1 *MON/TUE	=====	===== 7:00am-10:00am  1 WEDNESDAY	===== 7:00am-10:00am  1 THURSDAY	===== 7:00am-10:00am  1 *FRI/SAT	=====

--No delivery.

\*Indicates multi-day delivery with stock intermingled. See 4.4.2.6.1.

## 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 and Vinyl) and Specialty Floors. 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. Reserved

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

2.2.4. Specialty Floors (Polished Concrete Floors). This cleaning task includes techniques referenced with Exhibit 4-8 of this document, the manufacturer's recommended specifications for proper floor cleaning and maintenance. A properly cleaned and maintained polished concrete floor shall be free of dirt and grit and present a semi-glossy appearance.

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

2.2.5. Reserved.

2.3. Carpeted Floors. A properly cleaned carpet is free from lint, dust, dirt, food particles, gum, and stains.

2.4. Concrete Floors. If using a power washer (outside the building only), the Contractor shall follow the manufacturer's guidance for appropriate machine settings and methods for cleaning a concrete surface. During floor cleaning operations, the Contractor shall move items that are not permanently attached to the floor; e.g., pallets, equipment, etc., as required to clean floors, and return the items to their original location after cleaning is completed. A properly cleaned floor/concrete surface is free of dust, debris, standing water, dirt, food residue, gum, and other soiling materials.

2.5. Floor Spot Cleaning. A properly spot-cleaned floor is free of loose cardboard, spills, food residue, or any other debris.

### 3. UNDERNEATH CLEANING

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

3.1.1. Underneath Gondolas without Kickplates. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

3.1.2. End Caps and Other Off Shelf Displays. The Contractor shall move empty end caps and other off shelf display pieces; clean underneath to maintain proper floor care standard; clean outer surfaces of end caps and display pieces; and return empty pieces to their original locations. The Government will coordinate its display dismantling/building schedule with the Contractor, so that the Contractor can perform this task after display merchandise has been removed from the end caps or off shelf display pieces. The Contractor is not required to move stock to or from end caps or other off shelf display pieces if the requirement to build/dismantle displays is not in the contract. This applies to all end caps and other off shelf display pieces and racks used to display items for sale, regardless of whether commissary employees, Contractor personnel, or vendor stockers normally stock these displays and racks. After cleaning, underneath areas shall be free of debris, standing water, dust and other soiling materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. WALK-OFF MATS/RUNNERS/CASHIER AND DISPLAY CASE MATS. The Contractor shall clean (remove soil and grit) and restore resiliency of the pile to carpet-type mats/runners. Rubber or polyester mats/runners shall be cleaned in such a manner to ensure they are free of soil and grit. Floor mats and runners located in front of entrance areas, display cases, cashier areas, and other store/sales areas shall be removed to allow cleaning of the sales floor; cleaned; and replaced in their original location after the sales floor is cleaned. Rubber and/or polyester mats/runners shall be cleaned in such a manner to ensure they are free of soil and grit.

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

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

9. AISLE MARKERS. A properly cleaned aisle marker is free of bugs, dirt, dust, grease, stains, spots, or other soiling materials.

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

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

11.1. Low Glass and Window Cleaning. This task includes cleaning all glass and windows described in 11. above to a height of eight (8) feet above floor level. Any glass surface or structure that begins lower

than eight (8) feet above the floor is defined to be low glass even if the glass surface or structure continues above eight (8) feet.

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

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

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

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

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

13.2. Reserved.

14. MEAT DEPARTMENT PROCESSING, PREPARATION, AND WRAPPING AREAS. The Contractor shall clean and sanitize the meat department processing, preparation, and wrapping areas shown on EXHIBIT 4-6-5, and equipment, using approved degreasers and sanitizers, and techniques that are consistent with the use of these chemicals. Cleaning and sanitizing applies, but is not limited to: fixtures, equipment, and exposed surfaces inside the meat processing room: floor, walls, ceiling, exteriors of light fixtures 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. REMOVABLE DISPLAY CASE BUMPER GUARDS. The Contractor shall remove and clean all display case bumper guards throughout the sales floor. The floor area between the bumper guard location and the display case shall be cleaned in accordance with the floor quality standard. After cleaning the exposed floor area, each display case bumper guard shall be returned to its original location. The Contractor shall use care when replacing each display case bumper guard into its original location; placement in an incorrect opening/location can result in damage to the guard and sleeve in the opening of the floor. The display case bumper guard shall be free of dirt, dust, food residue, gummy/sticky substances, and any other soiling materials. Polished metal surfaces shall have a shiny appearance.

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

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE <sup>α</sup>		CUSTODIAL QUALITY STANDARDS (SALES AREAS)	
	AREA IN SQUARE FEET (SF)	FLOOR TYPE	SURVEILLANCE FREQUENCY	QUALITY STANDARDS/PWS PARAGRAPHS SHOWN BELOW
ENTRY/EXIT VESTIBULES	1,333	P-CONC	D	<u>2.1.</u> – <u>2.2.1.</u>
ALUMINUM/STEEL FLOOR GRATE(S)	48	STL/ALUM	D	<u>2.1</u> and <u>2.2.4</u>
CART STORAGE	622	P-CONC	D	<u>2.1.</u> – <u>2.2.1.</u>
CHECKOUT/FRONT END/QUEUING AREAS	3,417	P-CONC	D	<u>2.1.</u> – <u>2.2.1.</u>
SALES AREA	24,733	P-CONC	D	<u>2.1.</u> – <u>2.2.1.</u>
<b>TOTAL SALES AREA</b>	<b>30,153</b>	<sup>α</sup> SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT, AND FIXTURES AND THE AREA UNDERNEATH GONDOLAS AND END CAPS.		



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

COMMISSARY AREA/ITEM		<u>AREA ATTRIBUTES SUBJECT TO FLOOR CARE<sup>a</sup></u>		<u>SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS</u>				
		AREA IN SQUARE FEET (SF)	FLOOR TYPE	FLOORS IAW STANDARDS SHOWN BELOW	LOW CLEANING IAW STANDARDS IN 4. – 4.1.1.	HIGH CLEANING IAW 4, 4.1. & 4.1.2. AND AS SHOWN BELOW	LOW GLASS AND WINDOW CLEANING IAW 11. – 11.1. & AS SHOWN BELOW	HIGH GLASS AND WINDOW CLEANING IAW 11. & 11.2. & AS SHOWN BELOW
OFFICES (ALL AREAS)		4,589	VCT	W 2.1. – 2.2.1.	W	M	M	A
STAIRWAYS AND HALLWAYS IN ADMINISTRATIVE AREAS		206	VCT	W 2.1. – 2.2.1.	W	M	M	A
BREAK ROOMS (ALL AREAS)		742	P-CONC	D 2.1. – 2.2.1.	W	M	M	A
LOCKER ROOMS (ALL AREAS)		224	CT	D 2.1. – 2.2. & 2.2.3.	W	M	QTR	A
REST ROOMS (ALL AREAS)	# of restrooms: 4	574	CT	D 2.1. – 2.2. & 2.2.3.	D AND IAW 4.3.	D AND IAW 4.3.	D AND IAW 4.3.	A AND IAW 4.3.
TOTAL OTHER AREAS		6,335	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 222 glass frozen/chill glass doors on display cases			
GONDOLAS (CLEANING UNDERNEATH)		Gondolas without Kickplates			5,000 Square Feet	D 3.1. - 3.1.1.		
STEEL/ALUMINUM FLOOR GRATE(S)		----			48 Square Feet	M 3.1.5		
END CAPS AND OTHER OFF SHELF DISPLAYS (CLEANING UNDERNEATH)		----			132 Square Feet	M IAW 3.1. & 3.1.2.		
NON-MOBILE MERCHANDISERS (CLEANING UNDERNEATH)		----			108 Square Feet	QTR IAW 3.1. & 3.1.3.		
TOTAL UNDERNEATH CLEANING					5,288			

**EXHIBIT 4-6-3**

**NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES/QUALITY STANDARDS, PRS (7)**

	SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS									
	LOW DUCT AND LOUVER CLEANING IAW <u>12.</u> - <u>12.1.</u>	HIGH DUCT AND LOUVER CLEANING IAW <u>12.</u> & <u>12.2.</u>	ASH AND TRASH REMOVAL & CLEANING IAW <u>8.</u>	REPLENISH SUPPLIES IAW <u>4.3.1.</u>	WALK-OFF MAT, RUNNERS CLEANING IAW <u>6.</u>	DRINKING FOUNTAIN CLEANING & SANITIZING IAW <u>5.</u> - <u>5.1.</u>	LIGHT FIXTURES CLEANING IAW <u>10.</u>	AISLE MARKERS CLEANING IAW <u>9.</u>	REFRIGERATOR AND MICROWAVE CLEANING IAW <u>4.</u> & <u>4.2.</u>	QUEUING ROPES/ STANCHIONS IAW <u>7.</u>
	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: 4										
# Refrigerators: 2										
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)	22
FRONT END MERCHANDISERS (ON FLOOR)	10
SHOPPING CARTS (ON FLOOR)	208
CARRYOUT CARTS (ON FLOOR)	42
REMOVABLE DISPLAY CASE BUMPER GUARDS	656 Linear Feet

TRASH RECEPTACLES		
LARGE	MEDIUM	SMALL
3	8	18

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

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE <sup>α</sup>		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. - 11.1	HIGH GLASS & WINDOW CLEANING IAW 11. & 11.2.	LOW DUCT & LOUVER CLEANING IAW 12.- 12.1	HIGH DUCT & LOUVER CLEANING IAW 12. & 12.2.	ASH & TRASH REMOVAL IAW 8.	UNDERNEATH CLEANING IAW 3.2.
RSH AREA (INCLUDES BALER, STORAGE RACKS AND OVERHEAD DOORS)	8,393	CONC	D	QTR	QTR	M	QTR	M	A	D	QTR
OUTSIDE AREAS:				---	---	---	---	---	---	D	---
LEFT HAND SIDE	1,500	CONC	D								
RIGHT HAND SIDE	50	CONC	D								
FRONT	5,408	CONC									
REAR	16,660	CONC									
TOTAL AREA	32,011	SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT AND FIXTURES									

----No data/frequency

**NOTE:** The Contractor shall not clean outside areas with a water source if weather conditions--ambient temperature and chill factor--are such that leaving water on paved areas will coat these areas with ice and create a slip hazard. If the Contractor has scheduled this task to be done on a day/during a period of time in a month when weather conditions will not permit cleaning with water without the risk of forming ice/creating a slip hazard, the Contractor shall not perform this task. Under these conditions, the Contractor shall perform this task at the next opportunity during the same month when weather conditions permit this cleaning to be done without the risk of forming ice/creating a slip hazard.

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

OUTSIDE AREA	SQUARE FEET	SURFACE TYPE
Front of Building	5,408	Concrete
Rear of Building	3,420	Concrete/Asphalt
Right hand side of Building	50	Concrete
Left hand side of Building	1,500	Concrete/Sidewalk
<b>TOTAL AREA</b>	<b>10,378</b>	

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

COMMISSARY AREA/ITEM	AREA IN SQUARE FEET (SF) <sup>α</sup>	FLOOR TYPE	SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS (MEAT DEPARTMENT)							
			CLEAN & SANITIZE IAW <u>5.</u> & <u>14.</u>	PREPARATIONS, PRECAUTIONS, REMOVE TRASH IAW <u>14.1.</u>	CLEAN & SANITIZE TRIM BARRELS AND T RIM BARREL STORAGE AREA 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	1,386	SLIP-R	D	D	----	D	D	M	QTR	A
TOTAL MEAT AREA	1,386	<sup>α</sup> SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.								
NUMBER OF TRIM BARRELS	1									

----No data/frequency

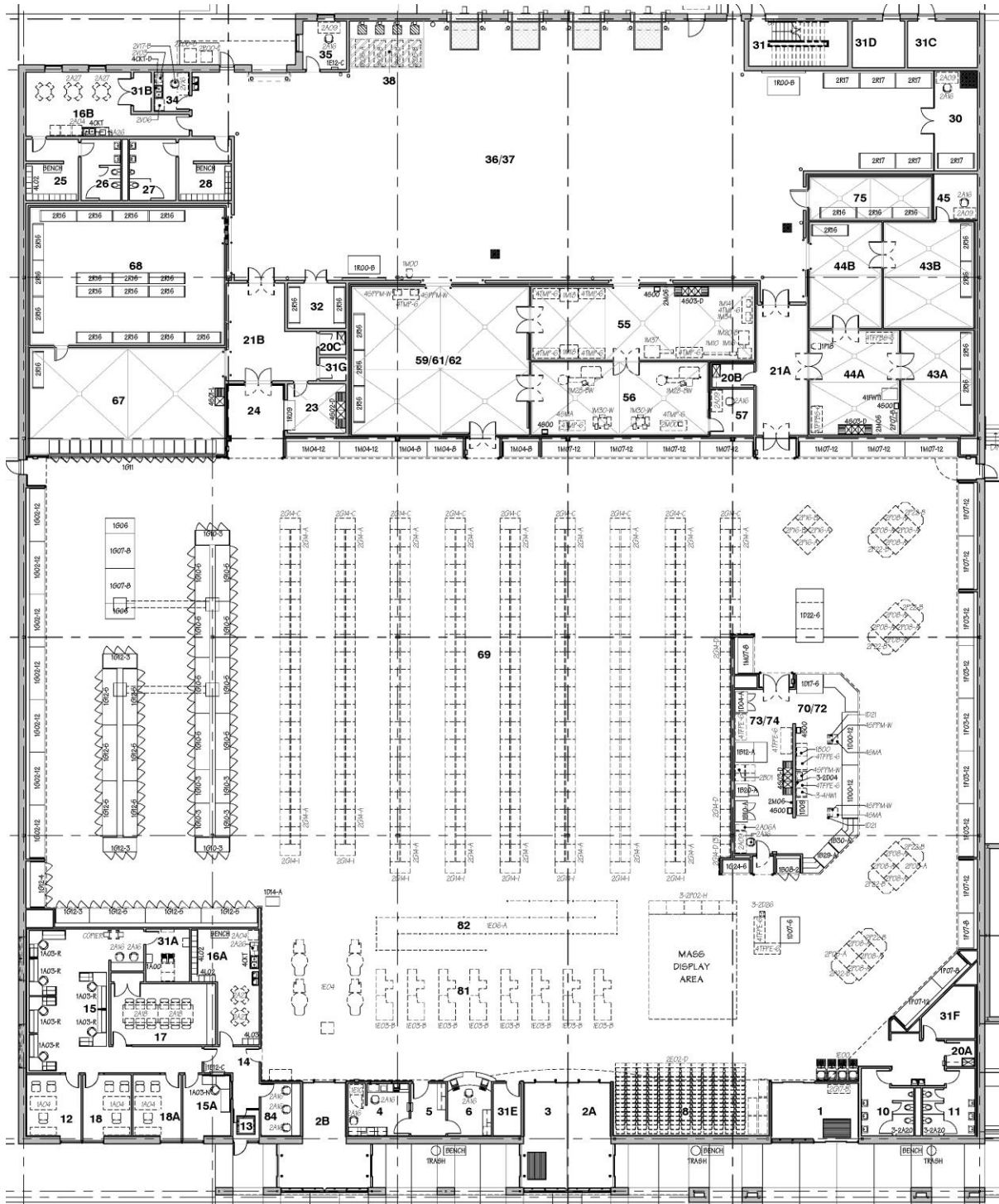
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**CUSTODIAL AREA (SUBJECT TO FLOOR CARE) SUMMARY**

TOTAL CUSTODIAL AREA FOR PRS (6) -- ( <u>EXHIBIT 4-6-1</u> )	30,153
TOTAL CUSTODIAL AREA FOR PRS (7) -- ( <u>EXHIBITS 4-6-2</u> & <u>4-6-4</u> )	43,634
TOTAL CUSTODIAL AREA FOR PRS (8) -- ( <u>EXHIBIT 4-6-5</u> )	1,386
TOTAL CUSTODIAL AREA	75,173

# EXHIBIT 4-7

## FACILITY LAYOUT



**EXHIBIT 4-7  
FACILITY LAYOUT  
(ROOM NUMBER LEGEND)**

1	ENTRY VESTIBULE	24	DAMAGED MERCHANDISE SALES NICHE
2A	EXIT VESTIBULE	25	LOCKER ROOM (WOMEN)
2B	EXIT VESTIBULE	26	EMPLOYEE RESTROOM (WOMEN)
3	BAGGER RETURN VESTIBULE	27	EMPLOYEE RESTROOM (MEN)
4	CASHIER'S OFFICE	28	LOCKER ROOM (MEN)
6	CUSTOMER SERVICE	30	CONTRACTOR STOCKER STORAGE
8	CART STORAGE	31	STAIRWELL
10	CUSTOMER RESTROOM (MEN)	34	MEDICAL FOOD INSPECTION OFFICE
11	CUSTOMER RESTROOM (WOMEN)	35	RECEIVING MANAGER
12	STORE DIRECTOR	36/37	RECEIVING AREA / STAGING AREA
13	ADMINISTRATIVE ENTRY VESTIBULE	38	MHE CHARGING AREA
14	ADMINISTRATIVE CORRIDOR	45	PRODUCE MANAGER
15	ADMINISTRATIVE AREA	55	MEAT PROCESSING
15A	SECRETARY OFFICE	56	MEAT WRAPPING
16A	EMPLOYEE BREAK ROOM	57	MEAT MANAGER
16B	EMPLOYEE BREAK ROOM	69	SALES AREA
17	TRAINING ROOM	81	CHECKOUT
18	STORE ADMINISTRATOR	82	SINGLE LINE QUEUING
18A	ZONE MANAGER		
20A	JANITORS CLOSET		
20B	JANITORS CLOSET		
20C	JANITORS CLOSET		
21A	VESTIBULE (RECEIVING/STAGING TO SALES AREA)		
21B	VESTIBULE (RECEIVING/STAGING TO SALES AREA)		

## **EXHIBIT 4-8**

### **ALUMINUM GRATING FLOORING**

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

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

- Peditred LP G3 is 750# per wheel

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

#### **Cleaning**

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

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

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

Shampoo the unit in place (soap/water extraction)

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

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

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

## **EXHIBIT 4-8**

### **POLISHED CONCRETE FLOORS**

The RetroPlate System has created a hardened, sealed, and dust proof surface for your exposed concrete. This densified surface is very maintenance friendly. No more harsh detergents, sweeping compounds, hours of scrubbing and, of course, no more dusting or stained concrete. All that is needed to maintain the shine and seal on your floor is an automatic scrubbing machine and mild detergent.

#### **What to Avoid:**

- No acidic cleaners. Acidic detergents will etch the surface over time and dull the finish.
- No aggressive scrubbing brushes. Stratogrit, nylogrit and other aggressive scrubbing brushes will alter the polish pattern and leave a dull appearance.
- Avoid all contact with acid.
- Avoid any detergents containing Hydroxides, or Sulfates.

#### **What to Use:**

- Mild, neutral cleaners, even water alone, are sufficient for the cleaning.
- Use soft brushes on the scrubbing machine.
- Scrub the floor to remove dirt and debris that can collect on the surface, hiding the shine and creating a slippery environment.
- Spills should be cleaned up as quickly as possible.
- For serious spills and very greasy environments, a non-acidic D-limonene based cleaner works well, or any degreaser that meets the above requirements.
- Allow floor to air dry before opening the area to foot or wheeled traffic.

#### **SWEEPING, VACUUMING AND WALK-OFF MATS**

- Implement a thorough maintenance program, which is based on your facility and traffic, and follow it. This includes quality walk-off mats positioned at all exterior doorways and in job specific manufacturing areas.
- Remove all dry soils and debris on a scheduled basis. These can not only become slip hazards, but when left long enough, they can act like sand paper and leave scratches in the floor, causing dullness and weakening of the floor. This includes regularly vacuuming and/or exchanging your walk-off mats.
- Mats act like a sink, and only hold so much soil.

Please contact RetroPlate or your local Representative if you have questions concerning the care of your RetroPlated floor. 1-888-942-3144



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

**RAPIDGate-Enterprise™ Option**  
*Providing Multi-Facility Access*  
**FAQs**

**What is the RAPIDGate-Enterprise™ Option?**

The RAPIDGate-Enterprise Option allows a company and its employees to access multiple RAPIDGate installations using a single RAPIDGate account and credential.\* Once a company is participating at its first RAPIDGate installation, it can initiate access authorization at other RAPIDGate installations simply by calling the RAPIDGate Program at 1-877-RAPIDGate. Once a company and its employees are registered as RAPIDGate-Enterprise they will have the convenience and simplicity of using one credential to access multiple installations.

**Which RAPIDGate installations are available with the RAPIDGate-Enterprise Option?**

The RAPIDGate-Enterprise Option is currently available at the New London Naval Submarine Base.

**How much does the RAPIDGate-Enterprise Option cost?**

With the RAPIDGate-Enterprise Option, a company pays \$199 to enroll at its first installation and \$179 for each employee. If you would like to add access to additional installations your company will need to fill out an enrollment form and pay the RAPIDGate-Enterprise Option fee of \$50 for the company and \$40 for each of the employees. Any additional installations that your company or currently registered employees need access to will be added at no additional charge.\*\*

These fees provide access until the company's renewal date. **The renewal date for adding a new installation is determined by your primary facility's renewal date.** For example, if the renewal date for your primary installation is in January and you add the RAPIDGate-Enterprise Option in September, you will have to pay the RAPIDGate-Enterprise renewal fee again in January when you renew your primary facility.

<b>Costs Per Installation</b>	<b>Installation 1 (primary)</b>	<b>Cost Of RAPIDGate-Enterprise Option</b>
Company Enrollment	\$199	\$50
Employee Registration	\$179	\$40

Plus applicable taxes and surcharges

## **Why is the RAPIDGate-Enterprise Option good for companies enrolled in the RAPIDGate Program?**

The use of the RAPIDGate credential saves employees time, which saves the company money, delivers better customer service, and gets more work done. However, use of the RAPIDGate credential at more than one installation multiplies the benefits and increases your return on investment (ROI). The company and employee get the same level of benefits for each additional installation at a fraction of the price. In addition, authorized employees have the convenience and simplicity of using one credential to access multiple installations.

## **How can a company sign up for the RAPIDGate- Enterprise Option?**

Your will need to fill out an Enrollment Form for each additional installation. Your company will also need to be approved by each of the installations you would like to add. Please call a Customer Service Representative to initiate the enrollment process.

## **How long does it take to get multi-facility access through the RAPIDGate-Enterprise Option?**

Unlike your initial RAPIDGate registration which requires time for background screens and credential manufacturing, the RAPIDGate-Enterprise access is added as soon as the company is approved by the installation.

## **How do I register my company's employees in the RAPIDGate Program?**

Your company must be enrolled at the installation before your employees can register. To register employees in the RAPIDGate Program, simply instruct those who require access to the installation to go to a Self-Service Registration Station located at the installation where your company is currently enrolled. They will need your RAPIDGate Company Code as well as a current address, phone number, date of birth, and Social Security Number for identity proofing and background checks.

## **How do I register my employees for access to multiple installations?**

If your employee(s) already have a RAPIDGate Credential, they do not have to register again. Your company must be enrolled at the installation before your employees can be added to the installation in question. Once your company is enrolled at the installation and the employee has a RAPIDGate Credential, you just need to call or email us to add those employees to additional installations.

The RAPIDGate Program is a registered trademark of Eid Passport, Inc. The RAPIDGate Program contains products and services subject to U.S. Patent No. 6,779,721.

\*Some installations may require an additional Credential

\*\*Enrollment and approval from the installation still applies

Please Note: The RAPIDGate-Enterprise Option is not available to RAPIDGate-90 participants.

## 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 re-perform or perform late, at no additional cost to the Government, any or all defective or incomplete work disclosed by Government inspection. The Government will notify the Contractor promptly after inspection that specified defective services are required to be re-performed or performed late, and completed within a reasonable time as specified by the Government. In such cases, the Government will re-inspect work and the Contractor may be held liable for any Government costs or damages associated with the re-inspection.

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

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

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

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

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

STORE: Camp Swampy Commissary

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

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

AQL = See Table for PRS (1)

Acceptance Level: 10 or less per month

Reject Level: 11 or more per month

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

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

STORE: Camp Swampy Commissary

FOR: Perform Sales Area Floor Care

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

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

Acceptance Level: 5,500 SF or less

Reject Level: 5,501 SF or more

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

STORE: Camp Swampy Commissary

FOR: Replenishment Stocking and Stock Availability

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

AQL = 1 defect per month

Acceptance Level: 1

Reject Level: 2

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

STORE: Camp Swampy Commissary

FOR: Receiving/Storage/Holding Area Operations

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

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

Acceptance Level: 10 or less defects per month

Reject Level: 11 or more defects per month

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

5.1.3. Computation for Payment for Excess Overwrites. The Contractor shall be entitled to invoice the Government for the number of cases exceeding the estimated monthly overwrite percentage. The price per case for invoiced overwrites shall be a percent of the current per-case stocking price, as indicated on Schedule B of this contract. There shall be no claims against the Government when overwrites are at or below the estimated percentage for any month. Payment for excess overwrite cases shall be calculated as follows (In the example below, 5% has been used as the percentage of overwrite cases estimated per month and 30% of the per-case stocking price has been used as the basis for payment. See Schedule B for actual overwrite and case price percentages for this contract.):

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

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

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

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

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

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



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

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

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

#### **PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHARTS**

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

**SHELF STOCKING OPERATIONS**
**PERFORMANCE REQUIREMENTS SUMMARY**

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
<b>(1) Perform Shelf Stocking Operations</b>  <b>1(a) Cleaning &amp; Dusting, Rotation and Nearest Case Stocking</b>  <b>1(b) Methods of Stocking and Placement</b>	<b>1(a): 4.3.3.1, Cleaning &amp; Dusting 4.3.3.3. - 4.3.3.3.1, Merchandise Rotation 4.3.3.2.1.1, Half Cases/Half-Cases-Remaining</b>  <b>1(b): 4.3.3.2.-4.3.3.2.1., 4.3.3.2.2.-4.3.3.2.4, Methods of Stocking and Placement</b>	<p>*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>
<b>(2) Returning Merchandise to Appropriate Locations</b>	<b>4.3.3.10, Returning Merchandise to Appropriate Locations</b>	<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>
<b>(3) Disposal of Cardboard, Plastic, and Waste Materials</b>	<b>4.3.3.11. - 12, Disposal of Cardboard, Plastic, and Waste Materials</b>	<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>
<b>(4) Replenishment Stocking and Stock Availability</b>	<b>4.3.3.15.2, Replenishment Stocking and Stock Availability</b>	<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>

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**\*Table 1**

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

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

**RECEIVING/STORAGE/HOLDING AREA OPERATIONS**
**PERFORMANCE REQUIREMENTS SUMMARY**

<b>A REQUIRED SERVICE</b>	<b>B STANDARD OF PERFORMANCE</b>	<b>C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)</b>	<b>D METHOD OF SURVEILLANCE</b>	<b>E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT</b>
(5) Perform Receiving/Storage/Holding Area Operations	<u>4.4.2.2.</u> Offload Trucks  <u>4.4.2.3.</u> Prepare Merchandise for Government Receipt  <u>4.4.2.4.</u> Transport Merchandise  <u>4.4.2.5.</u> Segregate Merchandise  <u>4.4.2.7.</u> Store Merchandise  <u>4.4.2.8.</u> Pull Merchandise  <u>4.4.2.11.</u> Pallets	5%  The lot size is the number of tasks that the Contractor is required to perform per month. See Note below.	Checklist	100%

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

**CUSTODIAL OPERATIONS  
SUMMARY**

**PERFORMANCE REQUIREMENTS**

<b>A REQUIRED SERVICE</b>	<b>B STANDARD OF PERFORMANCE</b>	<b>C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)</b>	<b>D METHOD OF SURVEILLANCE</b>	<b>E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT</b>
(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.