

DECA Ft Gregg-Adams HQ Mailbox FOIA

From: Wesley Jenkins (b)(6) @cmrllc.com>
Sent: Tuesday, May 27, 2025 3:58 PM
To: DECA Ft Gregg-Adams HQ Mailbox FOIA
Subject: Freedom of Information Act Request

I am requesting a copy of the Conformed contract documents for the entire term, to current date, of the contractor Shelf Stocking, RSHA and Custodial Services at the following commissary locations:

Fort Wainwright, AK [25-128](#)

Bolling AFB, DC [25-129](#)

Please let me know if you have any questions.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 67	
2. CONTRACT (Proc. Inst. Ident.) NO. HQC00822C0053P00019		3. EFFECTIVE DATE 01 Oct 2022		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 HQC008		6. ADMINISTERED BY (If other than Item 5)		CODE	
				See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) DAK PROFESSIONAL SERVICES, LLC 700 BOTANICAL HEIGHTS CIR ANCHORAGE AK 99515-3262				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12	
CODE 6V9C4		FACILITY CODE					
11. SHIP TO/MARK FOR FORT WAINWRIGHT COMMISSARY BUILDING 3703A P O BOX 35027 FORT WAINWRIGHT AK 99703-0027		CODE HQCWGG		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317		CODE HQ0866	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT \$2,223,884.31 EST							
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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 HQC00822R0001 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 TAMEKA D. TAYLOR / CONTRACTING OFFICER TEL: 804-734-8000 EMAIL: Tameka.Taylor@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)		01-Aug-2022	

Section A - Solicitation/Contract Form

FOIA**IMPORTANT INFORMATION FREEDOM
OF INFORMATION ACT (FOIA)****SOLICITATION AND CONTRACTS FOIA AND
POSTING NOTICE**

Any award(s) resulting from issuance of this solicitation or quote may be posted in the DeCA Freedom of Information Act (FOIA) electronic reading room [at www.commissaries.com](http://www.commissaries.com). The posting will contain the total contract award amount, as well as any awarded individual contract line item pricing (CLIN and Sub-CLIN). Unexercised option prices will not be published.

In compliance with the provisions of Executive Order 12600, the contract holder may identify to the agency FOIA Officer (foia@deca.mil), within 21 calendar days of the contract award date, any information contained in the contract that it deems to be confidential commercial information. The FOIA officer will review the submission and contact the contract holder with a decision. Failure to identify any such information will be interpreted by the Agency as the contract holder having no such information to identify or withhold from posting in the FOIA electronic reading room.

The postings typically take place at a minimum of two distinct points; upon the initial award of the contract and then again after the final option period has been exercised. However, should a FOIA request for the contract be received in the interim, the contract may be reposted including any awarded contract pricing up to the date of the FOIA request. Unexercised option prices will not be published.

This action is being taken to ensure contract award information is available to the general public, as it was in the past, pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act (FOIA).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services, Non-Personal FFP Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Fort Wainwright Commissary located at Fairbanks, Alaska, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein: Base Year: October 1, 2022 through September 30, 2023				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Shelf Stocking Operations FFP Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8. of the PWS, Attachment 1. NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	55,651	Case	\$1.2201	\$67,899.79 EST
NET AMT					\$67,899.79 (EST.)
ACRN AA CIN: HQCWGG2338520001					\$67,899.79

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		6,600	Case	\$0.7321	\$4,831.86 EST

Payments for Excessive Overwrites

FFP

Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8. of the PWS will be paid at a unit price of 60% of the case price located in SubClin AA above.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCWGG233852-0005

S299

NET AMT

\$4,831.86 (EST.)

ACRN AA

\$3,686.85

CIN: HQCWGG2338520002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		100	Hours	\$28.92	\$2,892.00 EST

Inventory Preparation

FFP

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

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCWGG233852-0005

S299

NET AMT

\$2,892.00 (EST.)

ACRN AA

\$2,847.00

CIN: HQCWGG2338520003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Custodial Operations-Store Admin FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	3	Months	\$21,672.29	\$65,016.87
NET AMT					\$65,016.87
ACRN AB CIN: HQCWGG2338520004					\$65,016.87

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	3	Months	\$5,912.78	\$17,738.34
NET AMT					\$17,738.34
ACRN AB CIN: HQCWGG2338520005					\$17,738.34

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Custodial Operations-RSHA&Outside Areas FFP Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	3	Months	\$6,240.89	\$18,722.67
NET AMT					\$18,722.67
ACRN AB CIN: HQCWGG2338520006					\$18,722.67

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Snow and Ice Removal FFP Perform snow and ice removal in accordance with Attachment, paragraph 13.1, and the chart at the bottom of page C4-24 of the PWS. NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	250	Hours	\$26.79	\$6,697.50 EST
NET AMT					\$6,697.50 (EST.)
ACRN AB CIN: HQCWGG2338520007					\$3,285.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BA		196,110	Case	\$1.2367	\$242,529.24 EST

Shelf Stocking Operations

FFP

Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8. of the PWS, Attachment 1.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCWGG233852-0005

S299

NET AMT

\$242,529.24 (EST.)

ACRN AA

\$223,539.71

CIN: HQCWGG2338520008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BB		5,622	Case	\$0.0099	\$55.66 EST

Payments for Excessive Overwrites

FFP

Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8. of the PWS will be paid at a unit price of 60% of the case price located in SubClin AA above.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCWGG233852-0005

S299

NET AMT

\$55.66 (EST.)

ACRN AA

\$40.17

CIN: HQCWGG2338520009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BD	Custodial Operations-Store Admin FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	9	Months	\$23,163.87	\$208,474.83
NET AMT					\$208,474.83
ACRN AB CIN: HQCWGG2338520010					\$208,474.83

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BE	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	9	Months	\$6,319.72	\$56,877.48
NET AMT					\$56,877.48
ACRN AB CIN: HQCWGG2338520011					\$56,877.48

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BF	Custodial Operations-RSHA&Outside Areas FFP Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	9	Months	\$6,670.41	\$60,033.69
NET AMT					\$60,033.69
ACRN AB CIN: HQCWGG2338520012					\$60,033.69

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BG	Snow and Ice Removal FFP Perform snow and ice removal in accordance with Attachment, paragraph 13.1, and the chart at the bottom of page C4-24 of the PWS. NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG233852-0005 S299	199	Hours	\$2.29	\$455.71 EST
NET AMT					\$455.71 (EST.)
ACRN AB CIN: HQCWGG2338520013					\$163.23

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002 EXERCISED OPTION	Services, Non-Personal FFP				\$0.00
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Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Fort Wainwright Commissary located at Fairbanks, Alaska, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein:

Option Year 1: October 1, 2023 through September 30, 2024

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002AA EXERCISED OPTION	Shelf Stocking Operations FFP	296,065.7112	Case	\$1.5979	\$473,083.40 EST
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Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8. of the PWS, Attachment 1.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
PURCHASE REQUEST NUMBER: HQCWGG457458-0006
S299

NET AMT	\$473,083.40 (EST.)
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ACRN AC CIN: HQCWGG4574580001	\$455,326.39
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB			Case	\$0.00	\$0.00 EST
EXERCISED OPTION	Do Not Use FFP				
	Do Not Use				
	FOB: Destination S299				
NET AMT					\$0.00 (EST.)
ACRN AC					\$0.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC			Hours	\$0.00	\$0.00 EST
EXERCISED OPTION	Do Not Use FFP				
	Do Not Use				
	FOB: Destination S299				
NET AMT					\$0.00 (EST.)
ACRN AC					\$0.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD			Months	\$0.00	\$0.00
EXERCISED	Do Not Use				
OPTION	FFP				
	Do Not Use				
	FOB: Destination				
	S299				
NET AMT					\$0.00
ACRN AB					\$0.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE			Months	\$0.00	\$0.00
EXERCISED	Do Not Use				
OPTION	FFP				
	Do Not Use				
	FOB: Destination				
	S299				
NET AMT					\$0.00
ACRN AB					\$0.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF			Months	\$0.00	\$0.00
EXERCISED	Do Not Use				
OPTION	FFP				
	Do Not Use				
	FOB: Destination				
	S299				
NET AMT					\$0.00
ACRN AB					\$0.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG			Hours	\$0.00	\$0.00 EST
EXERCISED	Do Not Use				
OPTION	FFP				
	Do Not Use				
	FOB: Destination				
	S299				
NET AMT					\$0.00 (EST.)
ACRN AB					\$0.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH		3,600	Case	\$0.9587	\$3,451.32 EST

EXERCISED
OPTIONPayments for Excessive Overwrites
FFP

Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8. of the PWS will be paid at a unit price of 60% of the case price located in SubClin AA above.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCWGG457458-0005

S299

NET AMT

\$3,451.32 (EST.)

ACRN AC

\$1,200.28

CIN: HQCWGG4574580002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ		100	Hours	\$39.03	\$3,903.00 EST

EXERCISED
OPTIONInventory Preparation
FFP

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

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCWGG457458-0005

S299

NET AMT

\$3,903.00 (EST.)

ACRN AC

\$1,541.69

CIN: HQCWGG4574580003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK EXERCISED OPTION	Custodial Operations-Store Admin FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG457458-0006 S299	12	Months	\$29,680.94	\$356,171.28
NET AMT					\$356,171.28
ACRN AD CIN: HQCWGG4574580004					\$356,171.28

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL EXERCISED OPTION	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG457458-0006 S299	12	Months	\$8,097.75	\$97,173.00
NET AMT					\$97,173.00
ACRN AD CIN: HQCWGG4574580005					\$97,173.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM EXERCISED OPTION	Custodial Operations-RSHA&Outside Areas FFP Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG457458-0006 S299	12	Months	\$8,547.11	\$102,565.32
NET AMT					\$102,565.32
ACRN AD CIN: HQCWGG4574580006					\$102,565.32

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN EXERCISED OPTION	Snow and Ice Removal FFP Perform snow and ice removal in accordance with Attachment, paragraph 13.1, and the chart at the bottom of page C4-24 of the PWS. NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG457458-0001 S299	250	Hours	\$39.23	\$9,807.50 EST
NET AMT					\$9,807.50 (EST.)
ACRN AD CIN: HQCWGG4574580007					\$3,123.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP		1	Days	\$983.90	\$983.90
EXERCISED OPTION	EOD Custodial Operations-Store Admin FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG457458-0003 S299				
NET AMT					\$983.90
ACRN AD CIN: HQCWGG4574580008					\$983.90

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ		1	Days	\$268.43	\$268.43
EXERCISED OPTION	EOD Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG457458-0003 S299				
NET AMT					\$268.43
ACRN AD CIN: HQCWGG4574580009					\$268.43

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AR		1	Days	\$283.58	\$283.58
EXERCISED OPTION	EOD Custodial RSHA&Outside Areas FFP Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG457458-0003 S299				
NET AMT					\$283.58
ACRN AD CIN: HQCWGG4574580010					\$283.58

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					\$0.00
OPTION	Services, Non-Personal FFP Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Fort Wainwright Commissary located at Fairbanks, Alaska, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein: Option Year 2: October 1, 2024 through Spetember 30, 2025				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		(b)(4)			
OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8. of the PWS, Attachment 1.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination S299				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		(b)(4)			
OPTION	Payments for Excessive Overwrites FFP Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8. of the PWS will be paid at a unit price of 60% of the case price located in SubClin AA above.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination S299				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		(b)(4)			
OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 1, PWS.				

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
S299

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		(b)(4)			
OPTION	Custodial Operations-Store Admin FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS. FOB: Destination S299				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		(b)(4)			
OPTION	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination S299				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		(b)(4)			
OPTION	Custodial Operations-RSHA&Ou FFP Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination S299				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		(b)(4)			
OPTION	Snow and Ice Removal FFP Perform snow and ice removal in accordance with Attachment, paragraph 13.1, and the chart at the bottom of page C4-24 of the PWS. NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination \$299				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					\$0.00
OPTION	Services, Non-Personal FFP Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Fort Wainwright Commissary located at Fairbanks, Alaska, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein: Option Year 3: October 1, 2025 through September 30, 2026				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		(b)(4)			

OPTION Shelf Stocking Operations
FFP
Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8. of the PWS, Attachment 1.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
S299

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		(b)(4)			

OPTION Payments for Excessive Overwrites
FFP
Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8. of the PWS will be paid at a unit price of 60% of the case price located in SubClin AA above.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
S299

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		(b)(4)			
OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 1, PWS.				

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
S299

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		(b)(4)			
OPTION	Custodial Operations-Store Adm FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS. FOB: Destination S299				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		(b)(4)			
OPTION	Custodial Operations-Meat Room				
	FFP				
	Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS.				
	FOB: Destination				
	S299				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		(b)(4)			
OPTION	Custodial Operations-RSHA&Outside Areas				
	FFP				
	Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS.				
	FOB: Destination				
	S299				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG		(b)(4)			

OPTION

Snow and Ice Removal
FFP
Perform snow and ice removal in accordance with Attachment, paragraph 13.1, and the chart at the bottom of page C4-24 of the PWS.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
\$299

NET AMT

(b)(4)

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

OPTION

Services, Non-Personal
FFP
Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Fort Wainwright Commissary located at Fairbanks, Alaska, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein:

Option Year 4: October 1, 2026 through September 30, 2027

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		(b)(4)			
OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8. of the PWS, Attachment 1.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination S299				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		(b)(4)			
OPTION	Payments for Excessive Overwrites FFP Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8. of the PWS will be paid at a unit price of 60% of the case price located in SubClin AA above.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination S299				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		(b)(4)			
OPTION	Inventory Preparation FFP Perform Inventory Preparation Services in accordance with Attachment 1, PWS.				

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
S299

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD		(b)(4)			
OPTION	Custodial Operations-Store Adm FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS. FOB: Destination S299				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE		(b)(4)			
OPTION	Custodial Operations-Meat Roo				
	FFP				
	Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping				
	Room, in accordance with Attachment 1, PWS.				
	FOB: Destination				
	S299				

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF		(b)(4)			
OPTION	Custodial Operations-RSHA&Outside Areas				
	FFP				
	Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's				
	Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS.				
	FOB: Destination				
	S299				

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG		(b)(4)			
OPTION	Snow and Ice Removal FFP Perform snow and ice removal in accordance with Attachment, paragraph 13.1, and the chart at the bottom of page C4-24 of the PWS. NOTE: The quantity shown is an ESTIMATED quantity. FOB: Destination \$299				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Services, Non-Personal FFP Two (2) Month Extension: October 1, 2024 through November 30, 2024 Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Fort Wainwright Commissary located at Fairbanks, Alaska, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein:				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA EXERCISED OPTION	Shelf Stocking Operations FFP Two (2) Month Extension: October 1, 2024 through November 30, 2024 Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8. of the PWS, Attachment 1.	(b)(4)			
NOTE: The quantity shown is an ESTIMATED quantity.					
FOB: Destination					
PURCHASE REQUEST NUMBER: HQCWGG572994-0001					
S299					

NET AMT

(b)(4)

ACRN AE
CIN: HQCWGG5729940001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB EXERCISED OPTION	Payments for Excessive Overw FFP Two (2) Month Extension: October 1, 2024 through November 30, 2024 Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8. of the PWS will be paid at a unit price of 60% of the case price located in SubClin AA above.	(b)(4)			
NOTE: The quantity shown is an ESTIMATED quantity.					
FOB: Destination					
S299					

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC		(b)(4)			
EXERCISED	Inventory Preparation				
OPTION	FFP				
	Two (2) Month Extension: October 1, 2024 through November 30, 2024				
	Perform Inventory Preparation Services in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination				
	S299				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD		(b)(4)			
EXERCISED	Custodial Operations-Store Admin				
OPTION	FFP				
	Two (2) Month Extension: October 1, 2024 through November 30, 2024				
	Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, the RSHA, and the outside areas), in accordance with Attachment 1, PWS.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCWGG572994				
	S299				

NET AMT

(b)(4)

ACRN AF

CIN: HQCWGG5729940002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE		(b)(4)			
EXERCISED OPTION	Custodial Operations-Meat Room FFP Two (2) Month Extension: October 1, 2024 through November 30, 2024 Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG572994 S299				
				NET AMT	(b)(4)
	ACRN AF CIN: HQCWGG5729940003				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF		(b)(4)			
EXERCISED OPTION	Custodial Operations-RSHA&Outside Areas FFP Two (2) Month Extension: October 1, 2024 through November 30, 2024 Perform Custodial Operations for Receiving/Storage/Holding Area, Contractor's Overwrite Area, and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCWGG572994 S299				
				NET AMT	(b)(4)
	ACRN AF CIN: HQCWGG5729940004				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AG		(b)(4)			
EXERCISED	Snow and Ice Removal				
OPTION	FFP				
	Two (2) Month Extension: October 1, 2024 through November 30, 2024				
	Perform snow and ice removal in accordance with Attachment, paragraph 13.1, and the chart at the bottom of page C4-24 of the PWS.				

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination
PURCHASE REQUEST NUMBER: HQCWGG572994
S299

NET AMT

(b)(4)

ACRN AF
CIN: HQCWGG5729940005

Section C - Descriptions and Specifications

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

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.246-4504 INSPECTION AND ACCEPTANCE (OCT 1995)

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

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 012191 097 4930 004 N	D 4J00 22_SOG_CA_CONTRACTS	22_P12_HQCWGG_CA	WGX	254
AMOUNT: (b)(4)				
AB: 012191 097 4930 004 N	D 4J00 22_SOG_CA_CONTRACTS	22_P12_HQCWGG_CA	WGX	233
AMOUNT: (b)(4)				
AC: 012191 097 4930 004 N	D 4J00 24_PACIFIC_CA_CONTRACTS	24_P25_HQCWGG_CA	WGX	254
AMOUNT: (b)(4)				
AD: 012191 097 4930 004 N	D 4J00 24_PACIFIC_CA_CONTRACTS	24_P25_HQCWGG_CA	WGX	233
AMOUNT: (b)(4)				
AE: 012191 097 4930 004 N	D 4J00 25_PACIFIC_CA_CONTRACTS	25_P25_HQCWGG_CA	WGX	254
AMOUNT: (b)(4)				
AF: 012191 097 4930 004 N	D 4J00 25_PACIFIC_CA_CONTRACTS	25_P25_HQCWGG_CA	WGX	233
AMOUNT: (b)(4)				

ACRN	CLIN/SLIN	CIN	AMOUNT
			(b)(4)
AA	0001AA	HQCWGG2338520001	
	0001AB	HQCWGG2338520002	
	0001AC	HQCWGG2338520003	
	0001BA	HQCWGG2338520008	
	0001BB	HQCWGG2338520009	
AB	0001AD	HQCWGG2338520004	
	0001AE	HQCWGG2338520005	
	0001AF	HQCWGG2338520006	
	0001AG	HQCWGG2338520007	
	0001BD	HQCWGG2338520010	
	0001BE	HQCWGG2338520011	
	0001BF	HQCWGG2338520012	
	0001BG	HQCWGG2338520013	
	0002AD	00000000000000000000000000000000	
	0002AE	00000000000000000000000000000000	
	0002AF	00000000000000000000000000000000	
	0002AG	00000000000000000000000000000000	
AC	0002AA	HQCWGG4574580001	
	0002AB	00000000000000000000000000000000	
	0002AC	00000000000000000000000000000000	
	0002AH	HQCWGG4574580002	
	0002AJ	HQCWGG4574580003	
AD	0002AK	HQCWGG4574580004	
	0002AL	HQCWGG4574580005	
	0002AM	HQCWGG4574580006	
	0002AN	HQCWGG4574580007	
	0002AP	HQCWGG4574580008	
	0002AQ	HQCWGG4574580009	
	0002AR	HQCWGG4574580010	
AE	0006AA	HQCWGG5729940001	
AF	0006AD	HQCWGG5729940002	
	0006AE	HQCWGG5729940003	
	0006AF	HQCWGG5729940004	
	0006AG	HQCWGG5729940005	

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

52.232-4504 INVOICE AND PAYMENT (OCT 1995)

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

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

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

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

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

- (ii) Performance-based payments;
- (iii) Commercial advance and interim payments;
- (iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
- (v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.
- (d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
 - (1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
 - (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
 - (3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
 - (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at <https://wawf.eb.mil/>.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

NA

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0866
Issue By DoDAAC	HQC008
Admin DoDAAC**	HQC008
Inspect By DoDAAC	HQC008
Ship To Code	HQCWGG
Ship From Code	6V9C4
Mark For Code	Not Applicable
Service Approver (DoDAAC)	HQCWGG
Service Acceptor (DoDAAC)	HQCWGG
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

Contract Specialist: Christina Ellison, christina.ellison@deca.mil

Contracting Officer: Tameka Taylor, tameka.taylor@deca.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.202-4500 Definitions (41 CFR Ch. 51-1.3)

FEB 2000

CLAUSES INCORPORATED BY FULL TEXT

52.201-4500 AUTHORITY (OCT 1995)

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

(End of clause)

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

52.209-4501 PERMITS AND RESPONSIBILITIES (OCT 1995)

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

52.222-4504 FAIR LABOR STANDARDS ACT/SERVICE CONTRACT ACT--(PRICE ADJUSTMENT FOR FOLLOW-ON YEARS) (OCT 1995)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

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

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.) by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each option/follow-on period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current

on the anniversary date of a multiple year contract or the beginning of each option/follow-on period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor is a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the option/follow-on period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance and shall allow application of the 3.85 percent CNA fee to the Revised Total Service Cost.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

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

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

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

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

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

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

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

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

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

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

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

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

52.232-4505 ADDITIONAL PAYMENT TERMS (OCT 1995)

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

52.237-4500 OBSERVATION PERIOD (APR 2004)

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

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

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

a. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or

between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.

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

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

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

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

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

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

52.237-4503 MOBILIZATION AND CONTINGENCY PLANNING (OCT 1995)

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

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

52.245-4500 MEDICAL TREATMENT (OCT 1995)

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

52.246-4505 GOVERNMENT PERFORMANCE OF SERVICES (OCT 1995)

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14	Limitations On Subcontracting	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011

52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	JUL 2021
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019

252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020-00004)	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-00006)	NOV 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 2006)

(a) The Contractor shall give Government personnel who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government personnel who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

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

(End of clause)

52.217-4504 EXERCISE OF OPTION (OCT 1995)

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

52.217-4506 (c) PRICE ADJUSTMENTS FOR FOLLOW-ON YEAR REPRICING (APR 2019)

a. This is a firm, fixed-price contract with provisions for unit prices that are not subject to adjustments on the basis of the contractor's cost experience or cost growth in performing the contract. The only factors subject to adjustment due to follow-on year repricing will be wage rates/fringes, federal or state mandated changes to payroll expenses, and other payroll expense changes deemed appropriate for payment by the contracting officer that may be outside the contractor's control such as Worker's Compensation premiums. Scope and workload changes shall be handled in a separate proposal from renewal proposals.

b. Resultant increases in labor costs associated with Department of Labor (DoL) wage determinations shall have no affect on any other escalated cost elements or productivity rates proposed. Wage rate/fringe changes are applicable to the prior agreed upon base year man-hours. Supervisors and lead labor positions not covered by the DoL wage determination shall receive a wage or salary increase that is equal to the weighted average increase for all positions supervised. Direct labor fringe including supervision fringe shall only be adjusted for applicable DoL increases in the health and welfare rates.

c. The Follow-On Years may include an escalation factor per year for expendable supplies, vehicle operation, and rental equipment. The applicable escalation factor shall be applied to Follow-On Year pricing and be evaluated prior to award. Application of an escalation factor after award will not be permitted. At the time of annual repricing of the Follow-On Year, only these elements will be subject to negotiation if the applicable Producer Price Index (PPI) provided by the Committee reflects a change of 40 percent above or below the factor. For example, if the factor was 2%, the range would be 1.2 to 2.8 percent where no adjustments are necessary. Therefore, the dollars associated with this pricing element shall remain as initially proposed for each Follow-On Year, unless a workload change requires an adjustment to expendable supplies, vehicle operation, and/or rental equipment, respectively. The need for increases/decreases, due to changes in existing workload, will be evaluated and negotiated on a case-by-case basis during post-award contract administration.

d. Unless there is a change in existing workload, pricing for all remaining direct cost elements, such as major equipment, minor equipment, and subcontracting are to remain level for the term of the contract. The need for increases/decreases, due to changes in existing workload, will be evaluated and negotiated on a case-by-case basis during post-award contract administration.

e. An annual escalation not to exceed 2.0% may be imposed for overhead, General & Administrative (G&A) Expenses, and net proceeds. The 2% escalation will be factored into the Follow-On Year's price at the time of contract award (base year). Application of this increase after award will not be permitted. The decision to exclude the 2% factor into the Follow-On Year at the time of award will result in the inability to factor it in after award. If this increase is proposed at the time of initial award, the overall price (inclusive of all other escalations) will be evaluated as a five-year price in comparison with standard commercial prices (SCP) versus a one-year comparison, when no escalation is proposed. The dollars associated with this escalation factor for each Follow-On Year shall remain fixed throughout the life of the contract, unless a workload change occurs. Should a workload change be ordered, the associated adjustments (increases/decreases) to burden dollars will be applied at the burden rates evaluated and accepted at contract award, for the annual service periods (FOY-1, FOY-2, and so forth) in the period for which the workload adjustment occurs (i.e., the burden rate accepted for FOY-1 at the time of contract award is applied to workload changes for FOY-1 and so forth for each subsequent FOY). Unless there is a change in existing workload, pricing for overhead, G&A, and net proceeds are to remain at the proposed dollars for the term of the contract.

f. On a case-by-case basis, the Contracting Officer shall review the estimated shelf stocking workload in the contract to ensure it adequately reflects the actual cases stocked. The contractor may request that the Contracting Officer review the estimated shelf stocking workload if there is a 10% or greater variance in workload for cases stocked which occurs over a six-month period. Workload/price changes are not mandatory/automatic when reviews occur, and are dependent upon reasons for and/or circumstances surrounding the variance. If the Contracting Officer determines an adjustment is warranted, the price should be negotiated and the contract modified accordingly.

g. A line item for repair of Government Furnished Equipment shall be estimated at the time of contract award for budgetary and funding purposes only. This line item should be treated as a pass through cost based upon actual cost and invoiced by the contractor to DeCA at the actual cost. As such, contractors shall invoice and the Government shall pay for repairs against this line item at cost and without application of fee, burdens, or other factors.

h. Payroll expense rates are expected to remain level throughout the life of the contract. However, if federal or state mandated payroll expenses such as FICA, FUTA, and SUTA change during the life of the contract, the changes will be implemented in accordance with the law. Increases, such as Worker's Compensation rates, that are not federal or state mandates will be reviewed and considered by the Contracting Officer for contract modification only if the work center can justify the increase and that the best available rate was sought. DeCA reserves the right to request payroll tax rate information and to challenge unreasonable non-federal/state payroll tax rate adjustments (i.e. Worker's Compensation). Decreases in Worker's Compensation rates realized during the life of the contract, shall be passed on to DeCA, when follow-on years are exercised. Other payroll expense increases are not allowable under this contract.

i. The Committee guidelines for the application of the Central Nonprofit Agency (CNA) fee are fixed and not negotiable. The applicable CNA fee throughout the life of the contract will be the percentage effective as of the date of the initial award under a multi-year (normally five-year) repricing renewal. The CNA rate shall be applied to the revised Total Service Cost, as adjusted. This includes increases resultant from DoL wage determinations.

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (SEP 2021)

(a) Definition. Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

(1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns;

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations:

(i) That it is a service-disabled veteran-owned small business concern, and

(ii) That it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture meets the requirements of 13 CFR 121.103(h); and

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(End of Clause)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- (1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--
- (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.
- [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of

the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

11150- Janitor-\$15.66

11210-Laborer Grounds Maintenance-\$15.66

21140-Store Worker 1- \$16.94

(End of clause)

52.222-4505 FRINGE BENEFITS (OCT 1995)

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

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

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

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

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

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

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

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

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

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

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

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

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

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel

(see <http://www2.dla.mil/j-6/dlmsocelibrary/manuals/dlm/dlm--pubs.asp>).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsoc/library/manuals/dlm/dlm--pubs.asp>).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uiddata_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

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

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

(iv) Disposed of; or

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

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert "None.")

ACT

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

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DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work Statement	60	1-OCT-2022
Attachment 2	Wage Determination 2015-5683 (Rev 18)	11	05-AUG-2023

PERFORMANCE WORK STATEMENT
FOR
SHELF STOCKING,
AND
CUSTODIAL OPERATIONS
AT THE
FORT WAINWRIGHT COMMISSARY

September 29, 2022

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 - 4.3.3.8. Amount of Overwrite Cases
 - 4.3.3.9. Mispicked Merchandise
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 - 4.3.3.13. Emergency Stocking Requirements
 - 4.3.3.14. Replenishment Stocking from Commissary Stock on Hand
 - 4.3.3.14.1. Cases Stocked from Commissary Stock on Hand
 - 4.3.3.14.2. Identifying Cases on Hand Needed for Replenishment Stocking
 - 4.3.3.15. Tasks Specific to Day Stocking
 - 4.3.3.15.1. Assistance to Patrons
 - 4.3.3.15.2. Replenishment Stocking and Stock Availability
 - 4.3.3.15.3. Day Stocking Operations
 - 4.3.3.16. Reserved
 - 4.3.3.17. Government Preparation of Cases for Stocking
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4.4. RESERVED

4.5. FORMAL INVENTORIES

4.5.1. General

4.5.1.1. Prepare for Inventories

4.5.1.2. Assist with Inventories

4.5.1.3. Certifying Actual Hours Required for the Inventory Preparation/Assistance

4.6. CUSTODIAL

4.6.1. – 4.6.1.6. Exclusions

4.6.2. Custodial Tasks

4.6.2.1. Day Custodial

4.6.2.1.1. Restroom Cleaning, Maintenance, and Resupply

4.6.2.1.2. Emergency Cleaning-Government Notification

4.6.2.1.3. Cleaning Without Government Notification

4.6.2.2. Night Custodial Tasks

4.6.3. Hazardous Chemicals or Materials

4.6.3.1. Material Safety Data Sheets (MSDS)

4.6.3.2. Clean-up of Hazardous Chemicals or Materials

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

EXHIBIT 4-2, METHODS OF STOCKING

EXHIBIT 4-3, FDS DISTRIBUTOR DELIVERY SCHEDULE (FOR INFORMATIONAL PURPOSES ONLY)

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EXHIBIT 4-5, CUSTODIAL AREAS OF RESPONSIBILITY AND QUALITY STANDARDS

1. GENERAL

2. FLOOR MAINTENANCE

2.1. General

2.2. Tile Floor Coverings (Ceramic, Terrazzo, Quarry, Rubber (NS), Vinyl, etc.) and Specialty Floors

2.2.1. Vinyl Composition Tile (VCT)

2.2.2. Reserved

2.2.3. Ceramic/Quarry

2.2.4. Specialty Flooring – Aluminum Grating Flooring

2.2.5. Reserved

2.3. Carpeted Floors

2.4. Concrete Floors

2.5. Floor Spot Cleaning

3. UNDERNEATH CLEANING

3.1. Store/Sales Areas

3.1.1. Underneath Gondolas Without Kickplates

- 3.1.2. End Caps, and Other Off Shelf Displays
- 3.1.3. Non-Mobile Merchandisers
- 3.1.4. Display, Fixtures, or Racks of Other Service Contractors
- 3.1.5. Aluminum Floor Grate
- 3.2. Receiving/Storage/Holding Areas

- 4. CLEANING
 - 4.1. Structural Components and Equipment
 - 4.1.1. Low Cleaning
 - 4.1.2. High Cleaning
 - 4.2. Refrigerator/Microwave Cleaning (Breakroom)
 - 4.3. Restroom Cleaning
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- 5. SANITIZE
 - 5.1. Clean and Sanitize Drinking Fountains

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

- 7. QUEUING ROPES/STANCHIONS

- 8. ASH AND TRASH REMOVAL AND CLEANING

- 9. AISLE MARKERS

- 10. LIGHT FIXTURES

- 11. GLASS AND WINDOW CLEANING
 - 11.1. Low Glass and Window Cleaning
 - 11.2. High Glass and Window Cleaning

- 12. DUCT AND LOUVER CLEANING
 - 12.1. Low Duct and Louver Cleaning
 - 12.2. High Duct and Louver Cleaning

- 13. OUTSIDE AREAS
 - 13.1. Snow and Ice Removal
 - 13.2. Reserved

- 14. MEAT DEPARTMENT PROCESSING, PREPARATION, AND WRAPPING AREAS
 - 14.1. Preparation, Precautions, and Trash Removal
 - 14.2. Reserved

- 15. RECEIVING/STORAGE/HOLDING AREA (RSA)

- 16. CONTRACTOR'S OVERWRITE AREAS

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

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

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

EXHIBIT 4-7, FACILITY LAYOUT

EXHIBIT 4-8, SPECIALTY FLOORING – ALLUMINUM GRATING

SECTION C-5, REFERENCE DOCUMENTS

- 5.1. REFERENCE DOCUMENTS AND FORMS AVAILABLE FROM THE GOVERNMENT
- 5.2. REFERENCE DOCUMENTS TO BE OBTAINED BY THE CONTRACTOR

TECHNICAL EXHIBIT 1, PERFORMANCE REQUIREMENTS SUMMARY

1.1. – 1.1.6. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

2.1. – 2.1.2. GOVERNMENT QUALITY ASSURANCE PROCEDURES

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

3.1.1. Random Sampling Method

3.1.2. – 3.1.2.2. Checklist Method

3.1.3. Rounding Percentages in Computations

4.1. – 4.1.4. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE

5.1. CONTRACTOR PAYMENT

5.1.1. Services Surveilled by Random Sampling

5.1.2. Services Surveilled by Checklist

5.1.3. Computation for Payment for Excess Overwrites

6.1. CONTRACTOR DAMAGE TO COMMISSARY MERCHANDISE

7.1. CONTRACT DISCREPANCY REPORT (CDR)

PERFORMANCE REQUIREMENTS SUMMARY CHARTS

SHELF STOCKING OPERATIONS

RECEIVING/STORAGE/HOLDING AREA OPERATIONS

CUSTODIAL OPERATIONS

SECTION C-1

GENERAL

1.1. SCOPE OF WORK

1.1.1. Contractor Responsibilities. The Contractor shall furnish all personnel, supervision, supplies, equipment, tools, materials and other items and services as necessary to perform shelf stocking, shelf stock replenishment, segregating merchandise, and custodial tasks in accordance with (IAW) this contract at the Fort Wainwright Commissary/CDC, located at 1060 Gaffney Road, Fort Wainwright, Alaska 99703-0027, nearest city, Fairbanks, Alaska 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.

1.1.2.1. The Contractor shall attend meetings with the Government to resolve concerns, coordinate required actions and establish plans to ensure the commissary operates efficiently and effectively.

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.

DAY	Commissary Hours		Day Stocking		Day Custodial		Meat Custodial		Night Stocking		Night Custodial	
	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
SUN	10am	8pm	10am	7pm	12pm	6pm	8pm	5am	8pm	5am	8pm	5am
MON	10am	8pm	10am	7pm	12pm	6pm	8pm	5am	8pm	5am	8pm	5am
TUE	10am	8pm	10am	7pm	12pm	6pm	8pm	5am	8pm	5am	8pm	5am
WED	10am	8pm	10am	7pm	12pm	6pm	8pm	5am	8pm	5am	8pm	5am
THU	10am	8pm	10am	7pm	12pm	6pm	8pm	5am	8pm	5am	8pm	5am
FRI	10am	8pm	10am	7pm	12pm	6pm	8pm	5am	8pm	5am	8pm	5am

SAT	10am	8pm	10am	7pm	12pm	6pm	8pm	5am	8pm	5am	8pm	5am
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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. 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.

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

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

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

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

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

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

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

1.7. CUSTODIAL WORK SCHEDULE. The Contractor shall provide a schedule of planned performance of custodial work to the Store Director for approval. The schedule shall include the day, week, or month the Contractor shall perform each required task. The Store Director will advise the

Contractor of the required date for submission. The Contractor shall notify the Store Director, in writing, of proposed changes to the schedule at least 10 calendar days prior to the effective date of such changes.

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

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

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

1.11. CONTRACTOR SERVICE CONTRACT 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://sam.gov>. 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. GSA has posted additional guidance such as quick start guides, informational videos, and frequently asked questions, go to <https://sam.gov> and search the "HELP" section. Should contractors have issues using SAM, they should contact the Federal Service Desk at <https://www.fsd.gov>. The UIC associated with the Fort Wainwright Commissary is DCW111X 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. The Contractor shall notify the Government when equipment is in need of replacement.

2.3.2. Trash Receptacles and Covers

2.3.3. Baler/Compactor (shared)

2.3.4. Metal/Plastic Bands for Cardboard Bales

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

2.3.6. Reserved

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 1,000 square feet in which the Contractor shall store equipment and operating supplies needed to perform work under this contract. This area will be securable, but the Contractor shall be responsible for maintaining the security of the area, e.g., keeping doors locked, providing locks and keeping them locked, etc.

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

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

EXHIBIT 2-2
GOVERNMENT-FURNISHED EQUIPMENT (GFE)

The Government will provide the shared equipment listed below to the Contractor for use when performing work under this contract.

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

<u>ITEM/MODEL</u>	<u>QUANTITY</u>
Carboard Baler	2
Pallets Jacks, Manual	5
Stocking Cart, Flat top	10
U-Boat Stocking Cart	10
Trash Compactor	1
Snow Blower	1

SECTION C-3

CONTRACTOR-FURNISHED EQUIPMENT AND SUPPLIES

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

3.2. EQUIPMENT

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

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

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

3.2.3. Loss or Damage to Contractor Property. The Government will provide a securable area for the Contractor to store Contractor equipment/supplies. The security of the equipment/supplies is the responsibility of the Contractor. The Government will not be responsible in any way for loss or damage occasioned by fire, theft, accident, or otherwise to the Contractor's materials, supplies or equipment stored on Government property, unless the Contracting Officer determines that the loss or damage is due to gross negligence on the part of the Government. Any damage to the Contractor's property/equipment caused as a result of Government operations will be recorded on DeCAF 30-111, 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 the Electronic Shelf Labels (ESL) and commissary merchandise when performing any services under this contract. If determination has been made that the Contractor's failure to use reasonable care caused damage to the Electronic Shelf Labels, the Contractor shall replace/repair the damage at no expense to the Government as the Contracting Officer directs. Upon a written determination by the Contracting Officer that Contractor-caused damage to commissary merchandise (including merchandise with expired code dates) is excessive, the Contractor shall reimburse the Government for Contractor-damaged merchandise IAW the table contained in 6.1., TECHNICAL EXHIBIT 1.

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

4.3. SHELF STOCKING

4.3.1. Estimated Shelf Stocking Workload and Line Items.

Cases per month stocked to shelf (Night Stocking)	8,960
Cases per month stocked to shelf (Day Stocking)	3,520
Cases per month stocked to Displays (From <u>4.3.3.7.</u>)	520
Total Cases per month stocked to shelf and displays:	13,000
Total Contractor-responsible line items (Night Stocking):	13,165

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. Specified Conditions Applicable to Certain Items. The Contractor shall stock all items of commissary merchandise except the following categories, which will be issued to the Contractor for stocking only under specific not-on-shelf (NOS) conditions. DeCA reserves the right to change these conditions and/or the category listing if the needs of the Agency change in the future. Any such changes will be negotiated with the Contractor and become effective only by execution of a bilateral modification.

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. **(See special instructions at 4.3.2.6.1. and 4.3.3.15.2)**

4.3.2.6.1. Direct Store Delivery-Not-Stocked Cases. Should the Government determine that a Direct Store Delivery merchandiser and/or vendor stocker has/have not fulfilled stocking responsibilities identified in Exhibit 4-1, the Government will issue to the Contractor cases that would normally have been vendor-stocked. The Government will issue these cases as early as possible in the Contractor's night or day stocking shift, and may override the Contractor's day stocking priorities described in 4.3.3.15.2, by specifically instructing the Contractor to stock these cases as the Contractor's first priority, if the shelf is empty. The Contractor shall stock any such cases that the Government issues in accordance either with stocking priorities stated in the contract, or in accordance with situation specific Government priorities, if the Government chooses to override stocking priorities stated in the contract. The Government will record, and the QAE will count, all such cases as "vendor night or vendor day cases stocked" for the Contractor, and will submit the count of any such cases stocked to the Contracting Officer as a separate sub-total in the QAE's month-end submission of cases stocked.

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 and freezer cases to include all portable and stationary refrigerated and freezer cases in all instances) as necessary, in all areas for which the Contractor is responsible for stocking to preclude dust, dirt, or residue on all shelves, shelving components, portable and stationary refrigerated and freezer cases and merchandisers. 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 and refrigerated and freezer cases portable and stationary. Cleaning and dusting of shelves shall include removing tape, adhesive backing, plastic "ties," coupon holders, food particles and other such materials from shelf surfaces, to include shelf molding and ESL tracking. 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 (if utilized). 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 or ESLs and will post new or updated labels or ESLs 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 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.

Some frozen items will need to be “slacked out” prior to stocking. Slack out is defined as product that is delivered/stored in a frozen state, but is designated to be stocked in a perishable or non-perishable shelf location. Items designated as slack out items require an expiration date to be affixed to each unit by the contractor prior to stocking to the designated shelf location. The affixed date label will not be placed as to cover the brand name, UPC or ingredients. The Government shall provide the Contractor with a list of slack out items, shelf life from slack date associated with each product, and a device to apply the labels to the product. Labels refills will be supplied by the government.

Estimated # of slacked out cases stocked per month*	650
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*Included in 4.3.1. Total cases stocked

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

Estimated # of half cases stocked per month*	90
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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.

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

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

4.3.3.2.1.4. Counting Cases. The QAE and the Contractor shall mutually agree upon procedures under which the Government will count overwrite cases and cases-not-stocked. During each night stocking shift, and as stocking occurs during day operations, the Government and Contractor shall agree upon, and the Government will record in writing, the number of overwrite cases, cases-not-stocked, and cases stocked (including half cases as described in 4.3.3.2.1.1.). The Government will not count half-cases-remaining as overwrite cases or as cases-not-stocked

4.3.3.2.1.5. Disposition of Half-Cases-Remaining, Overwrite Cases, and Cases-Not-Stocked. The Contractor shall place half-cases-remaining and overwrite cases in an “overwrite areas” designated by the Store Director. The Contractor shall organize these cases by sales floor aisle/section on carts or pallets, as determined by the Store Director. The Contractor shall straighten merchandise in this area as necessary to maintain a neat appearance, to preclude safety hazards, and to facilitate 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 a separate areas designated by the Store Director and shall stock these cases as soon as possible during the next day’s stocking operations.

4.3.3.2.2. Placement of Merchandise Within Item Allocation. The Contractor shall place stock in item allocations so that, upon completion of stocking, the bottom layer of stock is aligned along the front edge of the shelf so that the item allocation is filled from the left edge of the item shelf label to the left edge of the shelf label located to the immediate right of the item being stocked, and shall have the bottom layer of stock filled from the front to the back of the item allocation. Second and higher layers shall be filled, from left to right and front to back, only when the next lower level is completely full. The Contractor shall place stock that is merchandised on pegs (such as hanging cheese shreds), in item allocations so that, upon completion of stocking, stock is aligned along the front of each peg so that the item allocation is filled from the left of the item shelf label to the left peg of the shelf label located to the immediate right of the item being stocked. All available product should be pulled to the front of each peg. Multi- and single-layer items of all contractor-responsible merchandise shall be filled to the nearest full case, in accordance with 4.3.3.2.1 above. The Contractor shall front and place labels forward on all Contractor-responsible merchandise on the Commissary shelves in the resale area, whether new merchandise was stocked or not, prior to the end of the Contractor’s stocking shift each night, to facilitate customer access to merchandise.

4.3.3.2.2.1. When units available are only sufficient to fill the entire lower level of a multi-layer allocation, arranged as described in 4.3.3.2.2, the lower layer shall be filled, from left to right and front to back. All units on higher layers with insufficient stock to fill the layer shall be pulled forward, and all levels shall be fronted with labels forward and upright. Merchandise is properly fronted when all layers (full lower layer(s) and top layer that isn’t full) of items are flush with the front of the shelf and stacked in a manner to give the shelf a full appearance. Items shall not be fronted or stacked so high as to result in an unstable display. The standard is that all contractor-responsible items meeting this criteria are fronted/faced prior to the end of the contractor’s night stocking operations each night.

4.3.3.2.2.2. When units available for single layer items, such as ketchup, liquid salad dressing, liquid bleach, etc., will not fill the allocation, they shall be arranged with all units pulled forward to the front edge of the shelf. Merchandise is properly fronted when items are flush with the front of the shelf to give the shelf a full appearance. The standard is that all contractor-responsible items meeting this criteria are fronted/faced prior to the end of the contractor's night stocking operations each night.

4.3.3.2.3. Unit Placement. Except as noted in 4.3.3.2.2.2., 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. 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 shall rotate 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, 2020, June 16, 2020, and July 2, 2020, will be properly rotated only if all units marked June 1, 2020 are closest to the front of the shelf, all units marked June 16, 2020 are behind those marked June 1, 2020 and all units marked July 2, 2020 are behind those marked June 16, 2020. 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, 2020, June 30, 2020, July 3, 2020, July 16, 2020, and August 4, 2020, will be properly rotated if all units marked June 2020 are in front of units with a July 2020 date and all units marked August 2020 are behind those marked July 2020. 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 2020 and it is noted that items with expiration dates of April 2021 are in front of items with expiration dates of March 2021. 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 2020" prior to the start of the first commissary business day in January 2020. The Contractor shall remove items encoded "Use/sell by January 2020," or "Do not use/sell after January 2020" or "Expires January 2020," or "January 2020" prior to the start of the first commissary business day in February 2020. Upon removing expired items from sale, the Contractor shall place these items in an area designated by the Store Director, and notify the Store Director about the expired merchandise. The Government will count merchandise that has expired as a direct result of the Contractor's failure to rotate items properly as damage caused by the Contractor, described in 4.2.2.

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

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

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

4.3.3.7. Fill and Replenish Displays. The Contractor shall fill and replenish contractor-stocked items on displays after shelves and labels are set by the Government. 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 completes the build after the layout is set by the Government; but is not authorized to dismantle displays or repack and move the remaining display merchandise from the sales floor to the storage location within the RSHA.

Estimated # of cases stocked per month for displays*

520

*Included in 4.3.1., Total cases stocked

4.3.3.7.1. Reserved.

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

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

4.3.3.10. Returning Merchandise to Appropriate Locations. During each Contractor operating day, the Contractor shall return to locations described below all abandoned/misplaced items found throughout the commissary during the Contractor's day/night operations no later than the end of the Contractor's night operations. For example, all abandoned/misplaced items found during the 15th of the month day operations and during the overnight 15th-16th of the month night operations would have to be returned to appropriate locations no later than the end of the Contractor's night operations on the morning of the 16th of the month. Contractor day personnel shall respond to requests to pick up refrigerated and frozen 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 and frozen 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 night 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 Reserved.

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

4.3.3.13. Emergency Stocking Requirements. As requested by the Government, the Contractor shall respond to requests to un-stock, remove, and transport or relocate products (to include direct delivery 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; to include all portable and stationary chill and freeze cases, 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 the overwrite areas (located in RSHA, freezer, or refrigerated areas). The Government will identify and select cases on hand needed for replenishment stocking that are situated in areas other than the overwrite areas, and provide these cases to the Contractor for stocking. Whether identified by the Contractor or the Government, 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. [T] 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 and providing stock to the Contractor 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 or provided to the Contractor in sufficient quantity, divided by the total number of Contractor-responsible line items shown in 4.3.1. times 100.** The Contractor shall follow the procedures in 4.3.3.14. through 4.3.3.14.2., for identifying and selecting stock on hand for replenishment stocking and shall determine stocking priorities and accomplish stocking actions as often as necessary. If items are in the overwrite areas (RSHA, freezer, or refrigerated areas), the Contractor shall begin replenishment stocking of those items, as soon as they have determined replenishment stocking is necessary. If items are not in the overwrite areas, the contractor shall advise the Government that the items are needed for replenishment stocking. Additionally, the Government may also notify the Contractor of items requiring stocking during Contractor's day stocking. Whether identified by the Government or by the Contractor, the contractor shall begin replenishment stocking of all items from other than the overwrite areas, within 30 minutes after the Government makes the items available in the designated staging areas. 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 the 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. Government Preparation of Cases for Stocking. To facilitate Contractor action, the Government will stage **80 percent** of cases to be stocked by the Contractor by **7:00 PM**, and will stage the remaining **20 percent** by **11:00 PM**, Sunday through Saturday. The Contractor shall stock all Contractor-responsible cases that the Government provides. This does not include merchandise housed in the overwrites areas. The contractor is solely responsible for identifying and selecting cases from the overwrites areas for replenishment stocking, during both day and night stocking operations.

4.3.3.18. Reserved.

4.4. RESERVED

4.5. FORMAL INVENTORIES

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

4.5.1.1. Prepare for Inventories. The Contractor shall be responsible for aligning and leveling all line items/merchandise in the sales area and overwrite areas (located in RSHA, freezer, or refrigerated areas) prior to the inventory start date.

4.5.1.2. Reserved

4.5.1.3. Certifying Actual Hours Required for the Inventory Preparation The Contractor shall maintain a personnel sign-in/sign-out log with which to document the actual number of hours used for inventory preparation. Upon completion of inventory, the Contractor shall submit this log to the Store Director and the QAE for review. During this review, the Store Director and the Contractor shall agree upon the actual number of hours that the Contractor used for inventory. Following this review, the Contractor shall submit a copy of the log and a copy of the payroll documentation, both of which shall show the actual hours used, to the Contracting Officer. The QAE shall provide Contracting with a copy of the sign-in/sign-out sheets (which have been duly initialed by both the contractor and store management) with the case count sheets associated with the month inventory prep/MHE support services were performed, so the amount billed for by the contractor can be verified, prior to payment authorization.

4.6. CUSTODIAL

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

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

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

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

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

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

4.6.1.6. Reserved.

4.6.2. Custodial Tasks

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

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

4.6.2.1.2. Emergency Cleaning-Government Notification. When the Government finds unclean or unsafe conditions in commissary entrance, exit, front end, cart storage, sales floor areas, or in break rooms, locker rooms, or restrooms 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 or night stocking operations if issued by the Government IAW 4.3.2.6.1.

Refrigerated items and food categories delivered via Direct Store Delivery- (fluid milk, eggs, dairy, and fresh chicken)

Snack items (e.g., chips, nuts, crackers, cookies, pretzels, salty snacks, and all popcorn) delivered via Direct Store Delivery

Soft drinks and bottled water delivered via Direct Store Delivery

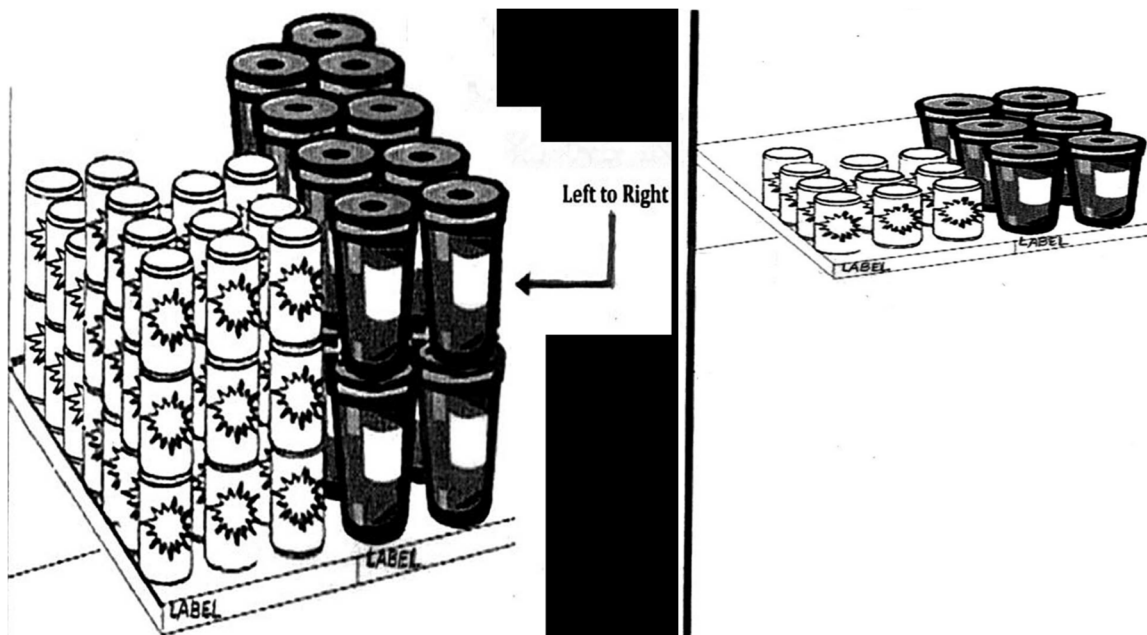
EXHIBIT 4-2

METHODS OF STOCKING

Multi-Level Item Arrangement

Lower Level Full

Product Pulled Forward on Unfull Levels



Single-Layer Item Arrangement

All units Pulled Forward

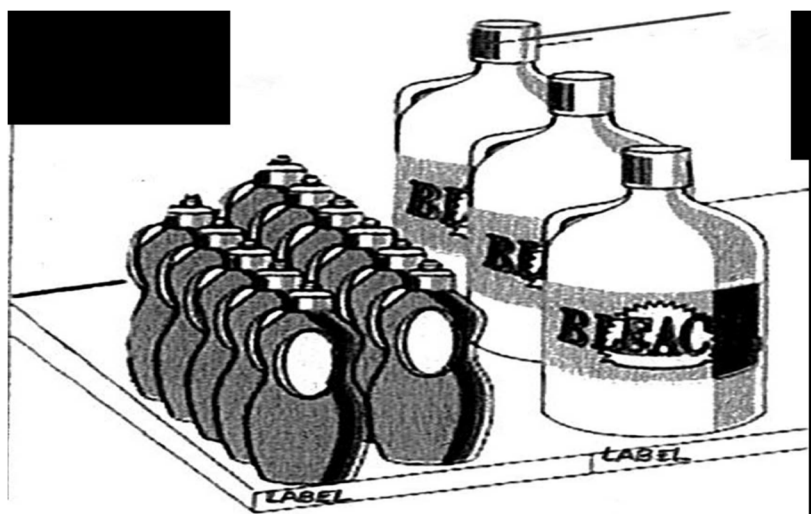


EXHIBIT 4-3

FDS DISTRIBUTOR DELIVERY SCHEDULE

FOR INFORMATIONAL PURPOSES ONLY

DISTRIBUTOR	SUN	MON	TUE	WED	THU	FRI	SAT
SUPERVALU							
=====							
DELIVERY	=====	=====	=====	=====	=====	=====	=====
TIMES:	==	--	0800-1200	--	0800-1200	=	=
	--	--	--	--	--	--	--
# TRUCKS:			2		2		
STOCKED ON:			*TUE & WED		*THU/FRI *SAT/SUN/MON		
COASTAL PACIFIC		WEEKLY CHILL ORDER	DRY ORDER	WEEKLY FREEZE ORDER	DRY ORDER		
=====							
DELIVERY	=====	=====	=====	=====	=====	=====	=====
TIMES:	==	0800-1200	0800-1200	0800-1200	0800-1200	=	=
	--	--	--	--	--	--	--
# TRUCKS:	--	1	1	1	1	--	--
STOCKED ON:		*MON/TUE/ WED/THU/FRI /SAT/SUN	*TUE & WED	*MON/TUE/ WED/THU/FRI /SAT/SUN	*THU/FRI *SAT/SUN/MON		

*Indicates multi-day delivery with stock intermingled.

EXHIBIT 4-5

CUSTODIAL AREAS OF RESPONSIBILITY AND QUALITY STANDARDS

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

2. FLOOR MAINTENANCE

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

2.2. Tile Floor Coverings (Ceramic, Vinyl, and Quarry) Whenever possible, the Government will provide floor tile manufacturer's cleaning and maintenance specifications to the Contractor. The Contractor shall clean and maintain tile floor coverings using a floor care program based directly on these specifications. When the Government cannot provide the manufacturer's specifications, the Contractor shall use a floor care program based on generally accepted procedures and standards of care for the type of floor covering in the commissary.

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

2.2.2. Reserved

2.2.3. Ceramic/Quarry. 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/matte appearance.

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

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

2.2.5. Reserved

2.3. Carpeted Floors. 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 commissary bakery, deli, seafood, or other service Contractors, regardless of whether these displays, fixtures, or racks are located in service contract areas or elsewhere in the commissary.

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

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

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

4.1. Structural Components and Equipment. This cleaning task applies to ceilings, walls, wall-mounted fixtures, venetian blinds, pillars, display case bumper guards (non-removable), corner guards, bollards, partitions, doors, including frames and jambs; gondolas, exteriors of all display cases (except any glass or mirrored surfaces), and fronts and sides of check-stands. 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 standard urinals, water-free urinals, toilets, wash basins, floor sinks, any other equipment, partitions, and walls. The Contractor shall not use cloths, sponges, and/or disinfectant solutions used in cleaning the restrooms to clean any other areas.

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

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

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

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

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

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

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

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

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

other soiling materials. Where present, screens are to be removed, cleaned of all foreign matter, and replaced.

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

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

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

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

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

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

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

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. Reserved.

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. CONTRACTOR'S OVERWRITE AREAS. During floor cleaning operations, the Contractor shall move items that are not permanently attached to the floor; e.g., pallets, equipment, etc., 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 Contractor's overwrite areas. 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 Contractor's overwrite areas are free of debris, dirt, gum, and food residue. NOTE: Backup storage areas (freeze and chill areas) will be cleaned periodically by the Government.

17. Reserved.

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

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		CUSTODIAL QUALITY STANDARDS (SALES AREAS)	
	AREA IN SQUARE FEET (SF)	FLOOR TYPE	SURVEILLANCE FREQUENCY	QUALITY STANDARDS/PWS PARAGRAPHS SHOWN BELOW
ENTRY/EXIT VESTIBULES	726	QT	D	<u>2.1. – 2.2.1.</u>
	126	Aluminum Grate	D	<u>Exhibit 4-8</u>
CART STORAGE	552	QT	D	<u>2.1. – 2.2.1.</u>
SALES AREA	19,273	VCT	D	<u>2.1. – 2.2.1.</u>
TOTAL SALES AREA	20,677	SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS MINUS AREA OCCUPIED BY PERMANENTLY INSTALLED EQUIPMENT, AND FIXTURES AND THE AREA UNDERNEATH GONDOLAS AND END CAPS.		

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

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

FLOOR TYPES. CONC=CONCRETE
CT= CERAMIC TILE
QT=QUARRY TILE
SLIP-R=SLIP RESISTANT
VCT=VINYL COMPOSITION TILE

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

COMMISSARY AREA/ITEM		AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS				
		AREA IN SQUARE FEET (SF)	FLOOR TYPE	FLOORS IAW STANDARDS SHOWN BELOW	LOW CLEANING IAW STANDARDS IN 4.1.1.	HIGH CLEANING IAW 4.1. & 4.1.2. AND AS SHOWN BELOW	LOW GLASS AND WINDOW CLEANING IAW 11.1. & AS SHOWN BELOW	HIGH GLASS AND WINDOW CLEANING IAW 11. & 11.2. & AS SHOWN BELOW
OFFICES (ALL AREAS)		211	VCT	W 2.1. – 2.2.1.	W	M	M	A
		818	CARPET	W 2.1. & 2.3.	W	M	M	A
STAIRWAYS AND HALLWAYS IN ADMINISTRATIVE AREAS		660	VCT	W 2.1. – 2.2.1.	W	M	M	A
		42	Aluminum Grate	W Exhibit 4-8	W	M	M	A
BREAK ROOMS (ALL AREAS)		728	VCT	D 2.1. – 2.2.1.	W	M	M	A
LOCKER ROOMS (ALL AREAS)		281	CT	D 2.1. – 2.2. & 2.2.3.	W	M	QTR	A
REST ROOMS (ALL AREAS)	# of restrooms: 7	1,001	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		3,741	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 178 glass frozen/chill glass doors on display cases			
GONDOLAS (CLEANING UNDERNEATH)		Gondolas without Kickplates			2648 Square Feet		D (3.1. - 3.1.1.)	
STEEL/ALUMINUM FLOOR GRATE(S)		----			126 Square Feet		M 3.1.5	
END CAPS AND OTHER OFF SHELF DISPLAYS (CLEANING UNDERNEATH)		----			52 Square Feet		M 3.1. & 3.1.2.	
NON-MOBILE MERCHANDISERS (CLEANING UNDERNEATH)		----			79 Square feet		QTR 3.1. & 3.1.3.	
TOTAL UNDERNEATH CLEANING					2,905			

----No data/frequency

EXHIBIT 4-6-3 NIGHT CUSTODIAL SURVEILLANCE FREQUENCIES/QUALITY STANDARDS, PRS (7)										
	SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS									
	LOW DUCT AND LOUVER CLEANING IAW <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: <u>3</u>										
# Refrigerators: <u>2</u>										
OFFICES (ALL AREAS)	M	A	D	----	----	----	A	----	----	----
LOCKER ROOMS (ALL AREAS)	M	A	D	----	----	----	M	----	----	----
REST ROOMS (ALL AREAS)	D	A	D	D	----	----	M	----	----	----

----No data/frequency

ESTIMATED NUMBER OF ACCESSORIES

QUEUING STANCHIONS (ON FLOOR)	25
FRONT END MERCHANDISERS (ON FLOOR)	7
SHOPPING CARTS (ON FLOOR)	250
CARRYOUT CARTS (ON FLOOR)	14

TRASH RECEPTACLES		
LARGE	MEDIUM	SMALL
23	18	17

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

COMMISSARY AREA/ITEM	AREA ATTRIBUTES SUBJECT TO FLOOR CARE ^a		SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS								
	AREA IN SQUARE FEET(SF)	FLOOR TYPE	FLOOR CLEANING IAW 2.4, 2.5, 13, & 15,	LOW CLEANING IAW 4, - 4.1.1.	HIGH CLEANING IAW 4, - 4.1. & 4.1.2.	LOW GLASS & WINDOW CLEANING IAW 11.1	HIGH GLASS & WINDOW CLEANING IAW 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)	8,375	CONC	D	QTR	QTR	M	QTR	M	A	D	QTR
CONTRACTOR'S OVERWRITE AREA	1,311	CONC	D	QTR	QTR	M	QTR	M	A	D	QTR
OUTSIDE AREAS:				----	----	----	----	----	----	D	----
LEFT HAND SIDE	415	CONC	D								
RIGHT HAND SIDE	2,975	CONC	D								
	16,101	GRASS									
FRONT	3,996	CONC									
	8,450	GRASS									
	185	GRAVEL									
REAR	3,071	CONC									
TOTAL AREA	44,879	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 13.1/13.2. for Snow and Ice [Sand] Removal in the following areas:

OUTSIDE AREA	SQUARE FEET	SURFACE TYPE
Front of Building	3,996	Concrete
Rear of Building (Loading Docks)	832	Concrete
Right hand side of Building	2,975	Concrete
Left hand side of Building	415	Concrete
TOTAL AREA	8,218	

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

COMMISSARY AREA/ITEM	AREA IN SQUARE FEET (SF) ^a	FLOOR TYPE	SURVEILLANCE FREQUENCIES AND CUSTODIAL QUALITY STANDARDS (MEAT DEPARTMENT)							
			CLEAN & SANITIZE IAW <u>5.</u> & <u>14.</u>	PREPARATIONS, PRECAUTIONS, REMOVE TRASH IAW <u>14.1.</u>	CLEAN & SANITIZE TRIM BARRELS AND TRIM 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	1,494	QT	D	D	----	D	D	M	QTR	A
TOTAL MEAT AREA	1,494	SQUARE FOOTAGES SHOWN ARE BASED ON WALL-TO-WALL MEASUREMENTS.								

----No data/frequency

CUSTODIAL AREA (SUBJECT TO FLOOR CARE) SUMMARY

TOTAL CUSTODIAL AREA FOR PRS (6) -- (<u>EXHIBIT 4-6-1</u>)	20,677
TOTAL CUSTODIAL AREA FOR PRS (7) -- (<u>EXHIBITS 4-6-2</u> & <u>4-6-4</u>)	51,525
TOTAL CUSTODIAL AREA FOR PRS (8) -- (<u>EXHIBIT 4-6-5</u>)	1,494
TOTAL CUSTODIAL AREA	73,696

EXHIBIT 4-7

FACILITY LAYOUT

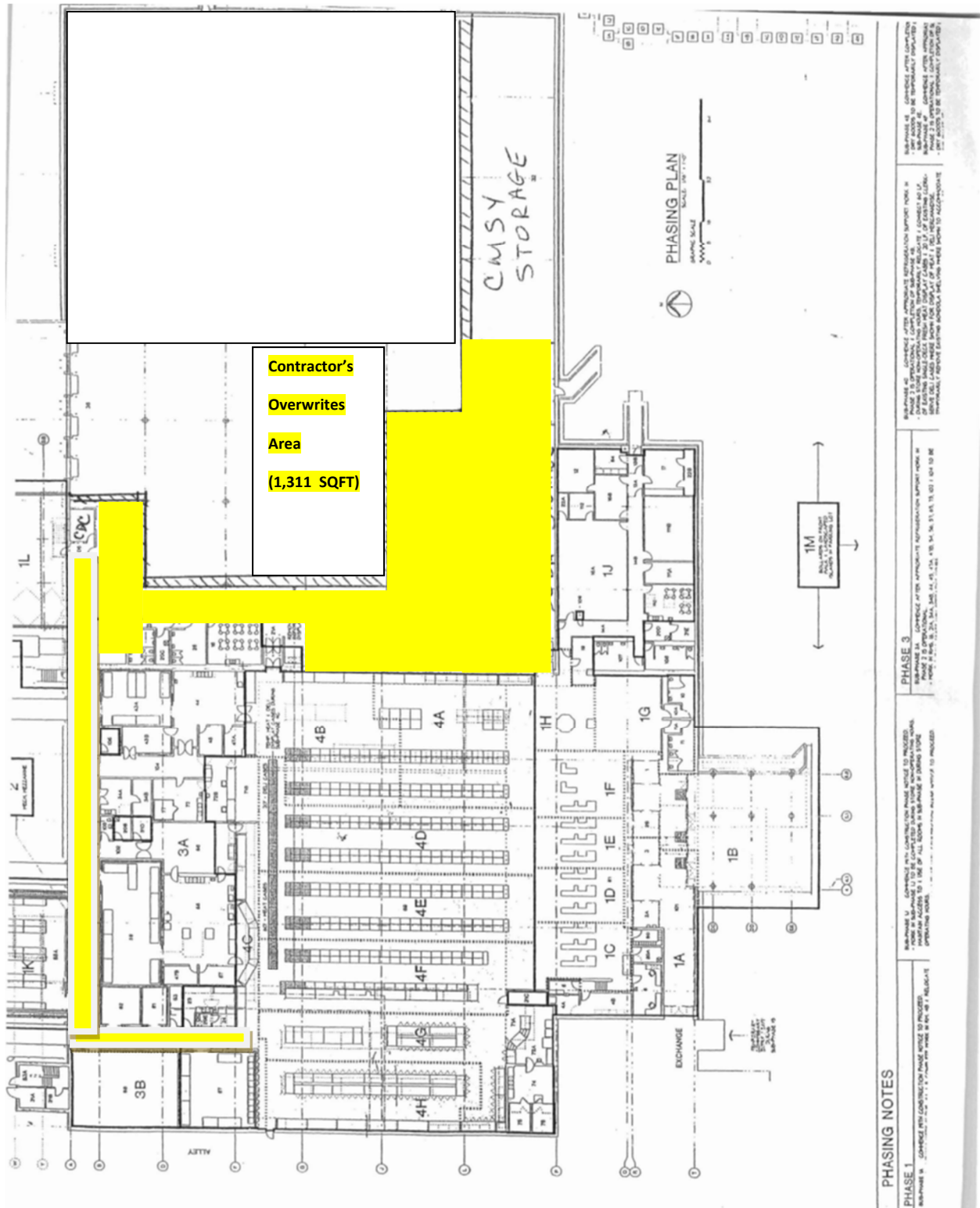


EXHIBIT 4-7**FACILITY LAYOUT
(ROOM NUMBER LEGEND)**

1	Entry Vestibule
2 A	Exit Vestibules – West
2B	Exit Vestibules – East
3	Carryout Return Vestibule
6	Customer Service/Store Mgr
10	Patron Restroom (Men)
10A	Patron Restroom Vestibule (Men)
11	Patron Restroom (Women)
13A	Administrative Entry Vestibule – West
13B	Administrative Entry Vestibule – East
14A	Administrative Corridor – West
14B	Administrative Corridor – East
15A	Administrative Area – West
15B	Administrative Area – East
16	Employee Break Room
17	Training Room
19	Grocery Manager’s Office
21A	Vestibule (Staging to Sales) – North
21 B	Vestibule (Staging to Sales) – South
22A	Admin Storage – North
22B	Admin Storage – South
24	Damaged Merchandise Sales Niche

25	Employee Locker/Restroom – Women
25A	Employee Restroom Vest – Women
27	Employee Restroom – Men
27A	Employee Restroom Vest – Men
28	Locker Room – Men
35	Receiving Manager’s Office
37	Staging Area/Contractor’s Overwrites Area
54	Receiving Aisle
55	Meat Processing Room
56	Meat Wrapping Room
65	Corridor – Receiving to Sales
69	Sales Area
71A	Bakery Sales Area
71B	Deli Sales Area
81	Checkout
101	Lobby
102	Corridor
103	Meat Restroom
106	Receiving Vestibule
107	Admin Restroom – Women
108	Admin Restroom – Men
110	Admin Break Room

EXHIBIT 4-8 ALUMINUM GRATING FLOORING

Manufacturer: Pedi Systems
Peditred LP Ronick – Entrance Matting Systems

Manufacturer's Suggested Safe Rolling Load

- Peditred LP G3 is 750# per wheel

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

Cleaning

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

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

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

Shampoo the unit in place (soap/water extraction)

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

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

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

SECTION C-5

REFERENCE DOCUMENTS

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

Defense Commissary Agency Directives (DeCAD)

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

Defense Commissary Agency Forms (DeCAF)

DeCAF 30-98	DeCA Bomb Threat Data Card
DeCAF 30-301	Injuries and Illness Accident Report
DeCAF 30-111	DeCA Property Damage Accident Report
DeCAF 30-76	Contractor Badge

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

Department of Defense (DOD) publications:

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

Food and Drug Administration (FDA) publications:

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

US Department of Agriculture (USDA) publications:

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

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

- 29 CFR Part 1910.106: Flammable and Combustible Liquids
- 29 CFR Part 1910.110: Storage and Handling of 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.

TOTAL CURRENT MONTH'S SALES	MONTHLY MAXIMUM DAMAGE ALLOWANCE	DEDUCTION FOR DAMAGE
A	B	C
0 - \$2,000,000	\$200	Dollar for dollar in excess of the value shown in Column B.
\$2,000,001 – above	\$300	

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
(1) Perform Shelf Stocking Operations 1(a) Cleaning & Dusting, Rotation and Nearest Case Stocking 1(b) Methods of Stocking and Placement	1(a): 4.3.3.1. Cleaning & Dusting 4.3.3.3. - 4.3.3.3.1. Merchandise Rotation 4.3.3.2.1.1. Half Cases/Half-Cases-Remaining 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	*See the Table 1 below for the sample size per day and AQLs. 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.	Random Sample	1(a) 17% 1(b) 53%
(2) Returning Merchandise to Appropriate Locations	4.3.3.10. Returning Merchandise to Appropriate Locations	0 defect 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.	Checklist	5%
(3) Disposal of Cardboard, and Waste Materials	4.3.3.11. - 12. Disposal of Cardboard, and Waste Materials	0 defect The lot size is the number of days that the Contractor is required to perform per month.	Checklist	5%
(4) Replenishment Stocking and Stock Availability	4.3.3.15.2. Replenishment Stocking and Stock Availability	1 defect The lot size is the number of days per month that the Contractor is required to perform day shelf stocking.	Checklist	20%

*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**

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
(5) Reserved				

**CUSTODIAL OPERATIONS
SUMMARY**

PERFORMANCE REQUIREMENTS

A REQUIRED SERVICE	B STANDARD OF PERFORMANCE	C MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	D METHOD OF SURVEILLANCE	E MAXIMUM PAYMENT % FOR MEETING THE PERFORMANCE REQUIREMENT
(6) Perform sales area floor care as shown in <u>EXHIBIT 4-6-1</u>	IAW 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.