# PERFORMANCE WORK STATEMENT

## **Custodial Services for Alconbury Commissary**

Date: 4 February 2022

#### 1. Description of Services

- 1.1 The Contractor shall provide all management, tools, equipment, transportation and labor necessary to perform that floor maintenance and custodial tasks in accordance with this contract at the RAF Alconbury Commissary. The services to be performed in a manner that will maintain a satisfactory facility condition in a safe and sanitary environment and present a clean, neat and professional appearance. All work performed by the contractor shall be performed in accordance with all applicable laws, regulations, instructions, and best commercial practices, and as set forth by United Kingdom law, regulation and legislation. In view of the need for sanitation and cleanliness at all time, the services require not only scheduled cleaning, but also daily stand-by custodial services on all days which include US and United Kingdom holidays, as stated herein.
- 1.2 The RAF Alconbury Commissary space measurements include the total area of the building at 74,844 square feet with a sales floor area of 23,907 square feet.
- 1.3 The frequencies of the services are stated in paragraph 13.0; should the frequencies need to be adjusted to maintain commercial quality standards, the Contractor shall inform the Contracting Officer's Representative (COR) and the Contracting Officer (CO).

#### 2.0 FLOOR MAINTENANCE

- 2.1 General. Proper floor maintenance results from a program of care that includes usage of recommended manufacturer cleaning solutions, equipment and procedures that are consistent with the specifications of the floor type and the employment of personnel trained in proper floor care procedures.
- 2.1.1 Floor maintenance operations include but are not limited to; removing splash marks, floor cleaning solutions and mop streaks from baseboards, furniture, trash receptacles, gondolas, exterior of display cases, shelf bases, checkout stands, display case bumper guards, and other store fixtures. Properly maintained, 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.
- 2.1.2 Floor maintenance includes moving or tilting furniture, trash receptacles, shopping carts, carry-out carts, handicapped carts, mobile merchandisers, and other easily moveable items to permit maintenance of the floor underneath; and returning all items moved to their original locations following completion of floor maintenance operations. Merchandisers are defined as self-contained racks or "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 movable while some are not easily movable because of their size, weight, etc. "Front end merchandisers" refer specifically to those merchandisers which are located next to the cash registers at the inside end of checkout lanes and are used to display items such as candies, chewing gums, batteries, razor blades, etc.
- 2.1.3 The contractor shall determine the specific techniques and frequency of performance required to maintain these quality standards and provide the proposed interval schedule for review and approval. The COR will monitor Contractor's floor maintenance performance, to ensure compliance to all quality standards and document each inspection. Floors shall have a high gloss appearance in accordance with the required Performance Assessment Levels, determined by the type of floor covering or coating.
- 2.2 Floor maintenance techniques include, but are not limited to; sweeping, wet/damp mopping, machine scrubbing, dry or spray buffing, stripping, sealing, and application of wax or other suitable floor finish determined by floor type and manufacturer recommendations. The Government will provide information regarding the floor type and installation date and if known the floor coating manufacturer to the Contractor. The contractor is responsible for verifying the information and obtaining manufacturers guidelines for maintenance. The Contractor shall clean and maintain tile floor coverings using a floor care program based directly on these specifications.
- 2.3 Floor spot cleaning. To include the picking up of cardboard, spills, food residue, and other debris from floor areas.
- 2.4 Floor Maintenance Schedule. The contractor shall provide a schedule of planned performance of floor maintenance work to the COR and CO for approval, no later than 14 days prior to start of contract. The schedule shall include the day, week or month the contractor shall perform each required task. The contractor shall notify the COR in writing or proposed changes to the schedule at least 10 calendar days prior to the effective date of such changes.

#### 3.0 CUSTODIAL SERVICES

- 3.1 General. Cleaning involves techniques of dusting and damp wiping. A properly cleaned surface is free of dirt, dust, food residue, grease, smudges, marks, streaks, spots, water residue, or other soiling materials. Any polished metal surfaces shall have a shiny appearance. The contractor shall determine the specific techniques and frequency of performance required to maintain these quality standards. The Government will monitor Contractor's custodial performance to ensure compliance to all quality standards.
- 3.2 Store Operational Hours. This 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.
- 3.3 Store Non-Operation Hours. This requires much more extensive operations than can be done during day custodial coverage, such as scrubbing and waxing the floor. However, the COR and the Contractor may mutually agree that the Contractor can do certain custodial tasks (window cleaning, cleaning outside areas, cleaning offices, cleaning structural components/equipment during hours of store operations). The criteria for any such agreements are that they facilitate completion of the tasks and they do not add to contract costs or interfere with other store operations.
- 3.4 Deep Cleaning of Main Sales Floor Areas. This requirement shall be performed four (4 times per year (August, November, February and May and consist of stripping and re-waxing the floor. The contractor shall coordinate with the COR/Store Director to commence cleaning on date(s) and time(s) of floor areas that are mutually acceptable to both parties. Cleaning must be performed during non-operational hours, night time performance will be required after 1900 hours on multiple nights; cleaning will be sectioned as determined by the Contractor and COR. Cleaning shall be completed by the time the store opens for normal operations as scheduled in paragraph 5.3 of the PWS.
- 3.5 Restroom Cleaning, Maintenance, and Resupply. At the start of the day thereafter every two (2 hours during store operational hours, the Contractor shall clean, disinfect, maintain, and resupply restrooms as needed. Clean, maintain, and resupply means sanitizing urinals and toilets; wash basins, sinks, partitions and walls; emptying trash receptacles to prevent overflow; removing debris and litter from floors and furnishings; damp mop floors, spot cleaning fixtures, floors and walls; clean mirrors and window surfaces, replenishing paper products, soap and other supplies to prevent outages. If supplies run out, the contractor shall refill within 2 hours of notification. Descaling toilet bowls and urinals shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap and other deposits. A single air deodorizer shall be placed and maintained in each restroom at all times.
- 3.5.1. A designated area will be provided to the contractor for storage of supplies
- 3.5.2 The Contractor shall not use cloths, sponges, and/or disinfectant solutions used in cleaning the restrooms to clean any other areas in the store.
- 3.6 Break Room/Kitchen Areas. This task applies to cleaning and sanitizing kitchen sink basins and faucets; damp wiping counter tops, tables, stove tops, cabinets, window surfaces and replenish paper products. Cleaning of the interior of microwaves, refrigerators and other electrical appliances is excluded from this contract.
- 3.7 Structural Components and Equipment. This task applies to walls, wall-mounted fixtures, Venetian blinds, pillars, partitions, doors, including frames and jambs; gondolas, exteriors of all display cases and sides of checkout stands. After cleaning, all described items shall be clean and free from debris, dust, food residue, and other soiling materials
- 3.8 Low Cleaning. This task includes cleaning all areas/items identified in paragraph 3.7. to a height of 2.5 meters above floor level.

- 3.9 High Cleaning. This task includes cleaning all areas/items identified in paragraph 3.7. to a height between 2.5 and 3.5 meters above floor level. Areas 3.5 meters or more above the floor level are excluded from this contract.
- 3.10 Trash Removal. This task applies to emptying trash receptacles located in administrative offices, break rooms, and restrooms. This includes feminine hygiene sanitary bins and nappy bins. Waste receptacles shall be lined with a plastic bag. The bag should fit the container with sufficient excess to securely close the bag when full. Trash bags removed from waste receptacles shall be emptied at designated waste pick-up stations. For trash receptacles identified as holding recycle materials (paper, plastic, etc, Contractor personnel shall ensure the trash contents are disposed in the proper collection container for the material authorized. Contractor personnel shall close lids or doors of dumpsters and other waste collection containers when these are not in immediate use.
- 3.11 Clean and Sanitize Fountains. Contractor shall apply authorized disinfectant materials to all cleaned porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil. Polished metal shall have a shiny appearance. The Contractor shall use only cleaning agents, degreasers, and sanitizers that are FDA, USDA or EU approved for use in food preparation facilities.
- 3.12 Walk-off Mats / Runners /Cashier. The Contractor shall clean (remove soil and grit / bring it to a clean appearance and restore resiliency of the pile to carpet-type mats/runners. Rubber or polyester mat/runners shall be swept and vacuumed or hosed-down outside to remove soil and grit. Floor mats and runners located in front of entrance areas, display cases, cashier areas, and other store/sales areas shall be removed to allowcleaning of the sales floor, and cleaned as described above based on the type of mats used in the store, and replaced in their original location after the sales floor is cleaned.
- 3.12.1 The bottom rack rails of the front entrance/exit bottom doors must be vacuum cleaned daily. Additionally, the entrance floor grade must be cleaned quarterly.
- 3.13 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 areas listed in paragraph 11.5 of the PWS, 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. 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, clean of all foreign matter and replaced.
- 3.14 Lower Glass. Any glass surface or structure that begins lower than 3.5 meters above the floor is defined to be low glass. Cleaning of all glass and windows to a height of 3.5 meters or more above floor level is excluded from this contract.
- 3.15 Outside Front Area Cleaning. The Contractor shall clean the immediate area in front and employee side of the commissary out to the parking lot curb. The area shall be swept daily and free of debris, to include leaves, cigarette butts and ashes, food residue and ice and snow accumulation when present. Note: Removal of gum remains will be performed under facility maintenance services contractor work order.
- 3.15.1 Cleaning includes emptying of all waste receptacles 3 times daily within 10 meters in front of the commissary. The receptacles shall be line with a plastic bag and should fit the container with sufficient excess to securely close the bag when full. Trash bags removed from waste receptacles shall be emptied at designated waste pick-up stations.
- 3.15.2 Part of the outside cleaning shall also include removing debris under the cart corrals located in front of the commissary. This task shall be performed once a month. The Contractor shall coordinate date/time of the cleaning with the COR prior to start. The Government will remove the shopping carts from the corral carts to allow Contractor personnel to begin cleaning, and return them to the cart corral after the Contractor has completed the task.

- 3.15.3 Cleaning of the outside front areas shall include removal of cigarette butts and ash from ashtrays located on the trash containers in front of the commissary.
- 3.15.4 Cleaning of the employee side of the commissary building will include: (1) once a week sweeping of the walk-in area; (2) once daily pickup of visible trash/garbage; and (3) once daily emptying of 3 trash containers.
- 3.15.5 Entrance/Exit Overhead. The overhead of the exterior front of the building must be cleaned annually as coordinated with the COR/Store Director. Annual cleaning will include not only the windows in the arches, but all dust/spider webs/dirt in the space behind the arch windows; all glass on the front of the store; and all administrative office windows on the front and side of the building.
- 3.16 Snow and Ice Removal. The Contractor shall remove snow and ice accumulation in a 2-meter wide pathway leading from the beginning of the parking to the main front entrance/exit doors to allow patrons and commissary personnel to safely walk to/from the commissary. This task shall be completed before store opens for normal business hours listed in paragraph 5.3. In addition, the contractor may store snow removal machinery and accessories in a designated storage facility on site as determined by the COR. The Government will provide the Contractor industrial street salt to use in order to keep pathways free of snow and ice accumulation.
- 3.17 Standby 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 during store operational hours, the Government will notify the Contractor of such conditions either by the in-store electronic public address (PA announcement system or verbally in person. These conditions may be the result of broken merchandise containers, spills, patron traffic and 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 as described in paragraph 3.16.
- 3.17.1 Within 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.
- 3.18 Hallway/Stairwell Cleaning.
- 3.18.1 First floor (ground floor). This task applies to the daily cleaning of the hallway corridor leading into the customer bathrooms and administrative office area).
- 3.18.2 Second floor. Stairwell to second floor will be cleaned 3 times weekly.
- 3.18.3 Second floor hallway area to be cleaned 3 times weekly.
- 3.19 Second floor storage areas will be cleaned monthly. The store director will provided a cleaning schedule to the contractor on which storage area would be cleaned during the month.
- 3.20 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.
- 3.21 Custodial Work Schedule: The Contractor shall provide a schedule of planned performance of custodial work to the COR 14 days prior to start of the contract. The schedule shall include the day, week, or month the Contractor shall perform each required task. The Contractor shall notify the COR in writing of proposed changes to the schedule at least 14 calendar days prior to the effective date of such changes.

#### 4.0 HAZARDOUS CHEMICALS OR MATERIALS

- 4.1 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.
- 4.1.1 Material Safety Data Sheets (MSDS: The Contractor shall obtain MSDS for all chemicals designated as either Federal OSHA or EU-Sicherheitsblatt 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 storewide 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 COR 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. Cleaning supplies shall be stored in an EU approved container and if required this shall contain a basin to contain any leaks from the containers stored.
- 4.1.2 Clean up of Hazardous Chemicals or Materials: Any spilled hazardous chemicals or materials shall be handled by Contractor personnel as follows:
- 4.1.2.1 Immediately notify the Store Director/COR and contractor supervisor.
- 4.1.2.2 Avoid skin contact with the spilled materials; use rubber gloves and boots as necessary. Take care not to inhale vapors.
- 4.1.2.3 Clean up IAW the MSDS instructions.
- 4.1.2.4 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.
- 4.1.2.5 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.

#### 5.0 COMMISSARY AND CONTRACTOR OPERATING HOURS

- 5.1 Contract Access: The contractor will have access into the facility beginning at 0700 hours, cleaning of floors shall be completed by 0930 hours.
- 5.2 Stand-by Service: Stand-by service cleaning is required during all store operational hours.
- 5.3 Store Operational Hours:

Sunday 1100-1700 Wednesday Thursday 1000-1900

Monday Closed Friday 1000-1900 Tuesday 1000-1800 Saturday 1000-1800

- 5.4 Store Closure. The Commissary is projected to be closed on the following holidays (the exact opening / closing information will be provided to the Contractor at least 14 days prior to each individual holiday).
- 5.4.1 New Year's Day (January)
- 5.4.2 Thanksgiving Day (November)
- 5.4.3 Christmas Day (December)
- 5.4.4 Organization Day (To be determined)
- 5.5 Closing for Inclement Weather or Emergency Conditions. In the event that inclement weather or other emergency condition forces commissary closure during normal operating hours, the COR will notify the contractor

supervisor. 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 COR will notify the contractor supervisor. The COR and supervisor will agree upon the method by which the supervisor will receive notification about closures or delayed reporting times.

- 5.6 Emergencies, Disasters or Special Events. In the event of fire, flood, hurricane, tornado, other acts of God, power outage or similar emergency, disaster, or special events, only the Contracting Officer and COR may contact the Contractor and request Contractor support in any building, area or room as covered under this contract. The Contractor shall begin emergency work at a time agreed between the Contracting Officer and the COR. In this case, the contractor shall submit documentation of work performed to the Contracting Officer. The Contracting Officer will make disposition of any such matter accordingly.
- 5.7 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 week's written notice prior to implementation of any change to the commissary-operating schedule. Modification to the contract will be issued accordingly for any changes.

#### 6.0 CONTRACTOR PERSONNEL

- 6.1 Employment of DeCA/Government Personnel. DeCA management personnel, COR, 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 they have 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.
- 6.2 Supervisor. The Contractor shall designate an on-site supervisor at the Ramstein Commissary 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 supervisor shall be designated in writing (to include mobile number) to the COR/Store Director prior to the contract start date and as changes occur, and shall be the central point of contact for this contract with the Government. The supervisor shall be in the store during cleaning services being performed (except during stand-by services) and shall be available telephonically to discuss any problem areas. The contractor supervisor must be able to understand English. The supervisor must notify the COR of any absence of regular cleaning person & replacement personnel.
- 6.3 Dress Requirements. Contractor personnel shall at all times be clean, neat and present a professional appearance. Contractor employees shall wear a company uniform and an 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 29CFR 1910, Subpart I) 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).
- 6.4 Consumption or Use of Government-owned Items. The Contractor shall not permit Contractor personnel to consume or use Government-owned resale items or any Government-owned equipment or supplies.
- 6.5 Personal Articles. Contractor employees shall not take any package, purse, lunch sack, box, or other personal articles into commissary areas, except authorized breakrooms 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 space provided for the storage of Contractor employee personal articles, is Government property and is subject to Government inspection.
- 6.6 Eating and Drinking. The Contractor shall not permit Contractor personnel to eat or drink except in designated breakroom areas. Contractor employees shall clean up after themselves in breakrooms and other areas shared with Government personnel.

- 6.7 Use of Tobacco (to include chewing tobacco and snuff. Contractor employees shall use tobacco products only in areas designated by the COR based on DOD policies/directives/guidelines.
- 6.8 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 contractor supervisor must ensure all work has been completed in compliance with this contract.
- 6.9 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.
- 6.10 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.
- 6.11 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 owned items; 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 while on duty; 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.
- 6.12 Criminal Investigations. The Contractor shall provide all available information to assist law enforcement authorities in any investigations.
- 6.13 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.
- 6.14 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.
- 6.15 Safety. Contractor's personnel shall comply with all applicable DOD, DeCA, Installation, EU, and host country 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.

- 6.16 Parking. The Contractor employees shall park only in areas designated by the Store Director or Deputy, generally this is the same as DeCA employee parking.
- 6.17 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. 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. The sales receipt shall be retained with the merchandise until the item is consumed or removed from the premises. Contractor personnel with commissary privileges shall not purchase merchandise for consumption by other personnel or organizations not authorized to shop in the commissary.

#### 7.0 QUALITY CONTROL/QUALITY ASSURANCE

- 7.1 Quality Control Plan. The Contractor shall establish and forward to the Contracting Officer Representative (COR a final quality control plan within 14 days after contract award. The Contractor shall provide an updated copy of the quality control plan to the COR as changes occur.
- 7.2 Joint Inspections. As part of the quality control plan, the contractor shall conduct joint inspections with the COR/Store Director monthly after contract start date. The contractor shall coordinate with the COR on a set day and time for the inspections. A common inspection sheet will be used to check inspection points and signed-off by both parties, see attached Inspection-QC form. A copy of the monthly completed forms will be sent to the DeCA Contracting Officer and retained in the contract documentation.
- 7.3 Inspection Deficiencies. The Contractor shall establish methods for correcting and preventing deficiencies identified during the joint inspections.

#### 8.0 NON-PERFORMANCE OF WORK

8.1 In the event that the Contractor does not perform services as outline in paragraph 13.0 Contractor Services & Frequencies, DeCA-Europe reserves the right to perform subject work; such actions will not constitute a breach of contract by the Government. Any Contractor employee absence without replacement and any/all services not being performed as outlined at paragraph 13.0 shall be adjusted accordingly on monthly billings by contract modification.

#### 9.0 GOVERNMENT FURNISHED FACILITIES

- 9.1 Commissary Facility. The Government will furnish and/or make available the commissary facility for performance of work under this contract. No hazards have been identified for which workarounds have been established. The Government will correct (if necessary hazardous conditions IAW 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 facility 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.
- 9.1.1 The Contractor is responsible for ensuring Contractor employees comply with the requirements of the Host Nation. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance withsuch responsibilities with the exception of the aforementioned responsibility to make corrections IAW approved plans of abatement.
- 9.2 Government Furnished Facility Related Services.
- 9.2.1 Utilities necessary to perform all operations required by this contract.

- 9.2.2 The Contractor shall notify the COR when insect, pest or rodent activity is discovered.
- 9.2.3 The Government will provide bulk refuse disposal/pickup.
- 9.2.4 The COR will provide local telephone numbers for Police, Fire and Medical Services.
- 9.3 Storage to Store Equipment/Supplies. The Government will provide space in which the Contractor can 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.

#### 10.0 CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES

- 10.1 Compliance with Equipment Standards. All Contractor furnished equipment shall comply with all applicable OSHA, DeCA, and other nationally recognized consensus standards, as well as EU and Host country 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; or that is not being used for its intended purpose; or that the Government determines may cause damage or destruction to commissary facility or property. In case of discrepancies between the individual standards, the most stringent standard shall apply.
- 10.2 Loss or Damage to Contractor Property. 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 usage must be reported immediately to the COR and Contracting Officer.

  10.4 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 of Food and Drug Administration (FDA IAW 21 CFR 178.1010, Sanitizing Solutions. These products must be used IAW 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.
- 10.4.1 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 Agency (OSHA Standard 29 CFR 1910.1200, Hazard Communication. In case of discrepancies between the individual standards, the most stringent standard shall apply.
- 10.5 Contractor Furnished Supplies. The Contractor shall furnish all supplies necessary to meet the requirements of this contract and the costs must be included in the monthly price for services provided. Supplies as listed below are for the toilets, to be furnished and maintained by the contractor:

2-Ply Toilet Paper; Liquid Hand Soap; Air Deodorizer; Single Fold Paper Towels; C-Fold Paper Towel; 40/80/120 Liter Plastic Garbage Bags; 48/48 Heavy Duty Garbage Bags

Note: The contractor shall provide solid hand soap bars when installed liquid soap dispensers are non-operational.

#### 11.0 CONTROLS AND RESTRICTIONS

- 11.1 Damage Caused by Contractor. The Contractor shall exercise care to prevent damage to commissary merchandise when performing any services under this contract. The COR will provide written documentation to the Contracting Officer for review and resolution of damages incurred by the Contractor.
- 11.2 Unserviceable Contractor Furnished Equipment. Unserviceability of contractor furnished equipment is not a justification for non-performance under this contract.
- 11.3 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 rodents, and dispose of these waste materials by placing them in dumpsters/waste compactor identified by the COR. 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. Designated area shall be used for disposal or used cleaning water.
- 11.4 Excluded Areas for Custodial Work. The following areas are excluded from custodial work:
- 11.4.1 Produce Department Processing (Preparation and wrapping area; backup storage area; and interior of display cases.
- 11.4.2 Dairy Department backup storage area and interior of display cases.
- 11.4.3 Frozen/chill backup storage area and interior of display cases.
- 11.4.4 Deli preparation back area and interior of display cases.
- 11.5.1 Produce. Preparation and wrapping area; backup storage area; and mirrors inside of display cases.
- 11.5.2 Bakery. All related area to the bakery and its display cases.
- 11.5.3 Salad and Sandwich Bar is excluded from cleaning.

#### 12.0 CONTRACTOR/GOVERNMENT RELATIONS

- 12.1 The COR will conduct surveillance and document Contractor performance. The Contracting Officer will be responsible for overall administration/oversight of this contract. The Contracting Officer is solely authorized to change contract terms, add changes that increase/decrease the contract price, terminate the contract, and make determinations and findings that relate to contract provisions and Contractor performance.
- 12.2 To facilitate compliance with the provisions of this contract, the Contractor's supervisor and the COR should regularly and routinely discuss matters relating to contract performance, to include coordination of commissary and contracted operations.

### 13.0 CONTRACTOR SERVICES & FREQUENCIES

TASK / SERVICE	RESALE FLOOR
SWEEP FLOORS	1 x Daily
MOP FLOORS	1 x Daily
BUFFING	1 x Daily
CLEAN GLASS FRONT DOORS	1 x Daily
SWEEP / MOP (UNDER SHELVING)	1 x Daily
SWEEP / MOP (UNDER END CAPS/DISPLAY)	1 x Daily
VACCUM CLEAN MATS (ENTRANCE & EXIT)	1 x Daily
CLEAN DISPLAY CASE DOORs (EXTERIOR)	1 x Weekly
LOW GLASS/WINDOW CLEAN	1 x Weekly
HIGH GLASS/WINDOW CLEAN	2 x Yearly
DEEP CLEANING	4 x Yearly
LIGHT FIXTURES	4 x Yearly

TASK / SERVICE	CUSTOMER RESTROOMS	
SWEEP FLOORS	Daily Every 2 Hours During Store Operations	
MOP FLOORS	Daily Every 2 Hours During Store Operations	
EMPTY WASTE CONTAINERS	1 x Daily (as needed)	
RESTOCK SUPPLIES	1 x Daily (as needed)	
MIRRORS	Daily Every 2 Hours During Store Operations	
HAND DRYER	Daily Every 2 Hours During Store Operations	
CLEAN WALLS /PARTITIONS	Daily Every 2 Hours During Store Operations	
DESCALE TOILETS & URINALS	1 x Weekly	
DEEP CLEAN	1 x Monthly	
CLEAN LIGHT FIXTURES	1 x Monthly	
HEATING ELEMENTS/COILS	1 x Monthly	

TASK / SERVICE	STORE FRONT (EXTERIOR)	
SWEEP GROUNDS	1 x Daily	
PICK UP DEBRIS	1 x Daily	
ASHTRAY/SMOKING URNS	1 x Daily	
EMPTY WASTE CONTAINERS	3 x Daily	
CLEAN LOW GLASS/DOORS	1 x Daily	
HIGH GLASS/WINDOW CLEAN	1 x Weekly	
CLEANING CART CORRALS	1 x Monthly	
ENTRANCE/EXIT OVERHEAD	1 x Yearly	
PRESSURE WASH WALK PATH	AS NEEDED	

TASK / SERVICE	EMPLOYEE ENTRANCE EXTERIOR	
PICK UP VISIBLE TRASH/GARBAGE	1 x Daily	
EMPTY WASTE CONTAINERS	1 x Daily	
SWEEP GROUNDS	1 x Weekly	

TASK / SERVICE	HALLWAY/STAIRWELL CLEANING	
SWEEP FLOORS (GROUND/FIRST FLOOR)	1 x Daily	
STAIRWELL	5 x Weekly	
SWEEP FLOORS (SECOND FLOOR)	3 x Weekly	
CMPP & VETERINARIAN AREA	2 x Weekly	

TASK / SERVICE	EMPLOYEE RESTROOMS WAREHOUSE
SWEEP FLOORS	1 x Daily
MOP FLOORS	1 x Daily
EMPTY WASTE CONTAINERS	1 x Daily
RESTOCK SUPPLIES	1 x Daily
MIRRORS	1 x Daily
CLEAN WALLS /PARTITIONS	1 x Daily
DESCALE TOILETS & URINALS	2 x Monthly
DEEP CLEAN	1 x Monthly
CLEAN LIGHT FIXTURES	4 x Yearly
HEATING ELEMENTS/COILS	4 x Yearly

TASK / SERVICE	BREAKROOM & LOCKER ROOMS
SWEEP FLOORS	1 x Daily
MOP FLOORS	1 x Daily
EMPTY WASTE CONTAINERS	1 x Daily
LOW CLEANING (less than 2.5 meters)	1 x Daily
CLEAN LIGHT FIXTURES	1 x Monthly
HEATING ELEMENTS/COILS	4 x Yearly
HIGH CLEANING (above 2.5 meters)	2 x Yearly

TASK / SERVICE	ADMINISTRATIVE OFFICES
EMPTY WASTE CONTAINERS	1 x Daily
SWEEP FLOORS	1 x Daily
MOP FLOORS	1 x Daily
WINDOWS INTERIOR	1 x Monthly
LOW DUSTING (less than 2.5 meters)	1 x Monthly
WINDOWS EXTERIOR	4 x Yearly
CLEAN LIGHT FIXTURES	4 x Yearly
HEATING ELEMENTS/COILS	4 x Yearly
HIGH DUSTING (above 2.5 meters)	2 x Yearly

TASK / SERVICE	STORAGE AREAS STAIRWELL 2 <sup>nd</sup> FLOOR	
EMPTY WASTE CONTAINERS	2 x Weekly	
MOP FLOORS	2 x Weekly	
MOP STAIRWELL IN CMPP AREA	2 x Weekly	

### **Service Summary**

The following Service Summary (SS) identifies the performance objectives and performance thresholds for critical tasks. The SS and the contractor's Quality Control Plan (QCP) provide information on contract requirements and the expected level of contractor performance. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement.

Performance Objective	PWS	Performance Threshold	Remedy
	Para.		
SS-1	2.0	No more than 2 defects per	Re-performance within 2
Floor Maintenance		month	hours of notification
SS-2	3.0	No more than 2 defects per	Re-performance within 2
<b>Custodial Services</b>		month	hours of notification
SS-3	3.17 &	No more than 1 defect per	Re-performance within 30
Standby Cleaning	3.17.1	month	mins of notification
SS-4	3.4	No more than 1 defect per	Re-Performance. Mutually
Deep Cleaning		year	acceptable timeframe to the
			COR and customer
SS-5	7.0	No more than 1 defect per	Contractor shall provide a
Quality Control		month	written Corrective Action
Inspection procedures are			Report
followed and documented			
in accordance with			
Contractor's QCP			
(incorporated into contract)			