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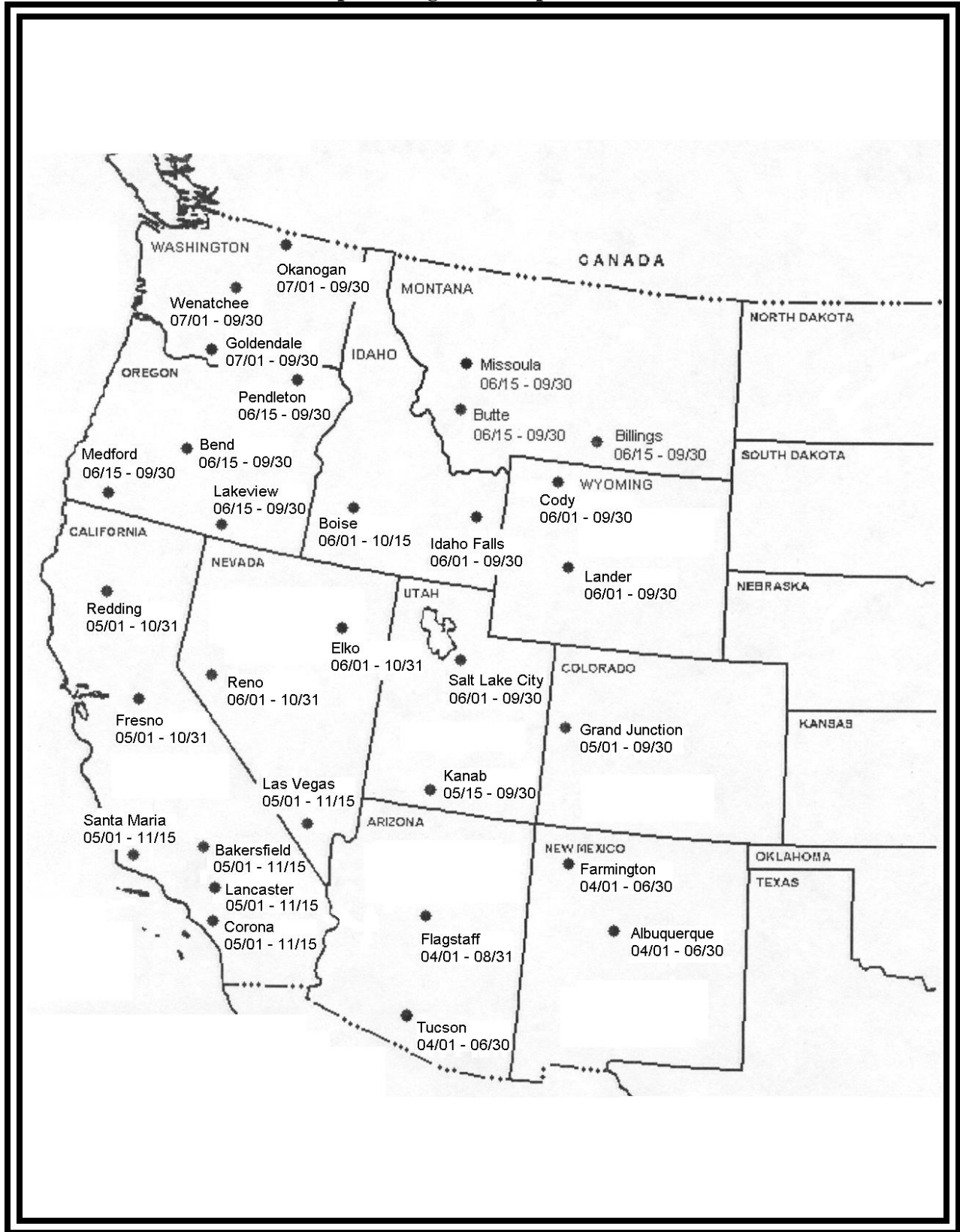
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Map of Designated Dispatch Points



PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENTS

1.1 Scope of Contract

- 1.1.1 The intent of this solicitation and any resultant contract is to obtain services of Mobile Food Service Units (MFSU)s at various field locations during wildland fire and other types of incidents throughout the contiguous western United States. The expectation and desired result of this contract is to provide appetizing, nutritional, well balanced hot and special meals, sack lunches, hot and cold can meals and supplemental items.
- 1.1.2 The MFSU is to include all equipment, supervision, labor, materials, and supplies (except for those items listed as Government furnished) to accomplish the full scope of work defined herein. Only equipment necessary for the operation of a MFSU will be allowed and approved for use under this contract. Equipment must be capable of operating in adversely impacted urban areas to remote primitive locations with very limited access.

These emergency services shall include complete management, control, purchase, receipt, storage, issue, handling, processing, packaging, preparation, food serving, clean up, transport, repair, and maintenance. All hot meals shall be served by Contractor personnel, except for those meals served at Spike Camps. All meals shall be served and consumed at the Incident dining area except sack lunches and hot/cold can meals, which will be delivered to the Government at a specified time and place. Exceptions to meals eaten outside the dining area may be approved on a case by case basis by the Food Unit Leader (FDUL).

The Contractor shall have the capability to feed personnel when requested by the FDUL at times other than those established for regular meals. The intent is to provide meals on an "as requested" basis but does not require the kitchen to be open continuously 24 hours per day.

- 1.1.3 Any time mobile food services are needed for federal wildland fire incidents in the western United States, the Federal Wildland Fire Agencies (see Section J.10), hereinafter referred to as the Government, are obligated to order services from the National MFSU Contractors any time (1) the number of people to be fed is at or above 150 persons per meal and (2) the headcount is estimated to remain at those numbers, or greater, for at least 72 hours from when the headcount first reaches 150 per meal, provided that the Contractors can reasonably meet the incident's needs and required

time frames (See Section C.2). MFSU Contractors will be given the opportunity to provide three meals per day unless other arrangements are mutually agreed to with the FDUL or the needs of the incident require different meal options such as Meals Ready to Eat (MRE).

MFSU also may be ordered for other types of incidents at the Government's option. State and other federal cooperators may also utilize this contract at their option. However, the ordering procedures at Section C.2 will be followed for all orders.

- 1.1.4 The Government, at its option, may order hot meals and/or cold breakfast to be prepared and placed in Government furnished hot cans (Combination Hot Food/Drink Containers NFES 0073).
- 1.1.5 The Government may order and the Contractor at its option may provide supplemental beverages and sandwiches, additional refrigeration storage space and additional tents/seating as shown and at the rates offered in the Contractor's current Unit Summary. The FDUL shall clearly document and approve the order on Form 1276-B, Daily Meal Order/Invoice, (Continuation Sheet) under Miscellaneous Charges.
- 1.1.6 For the purposes of FAR 16.503 (a)(1), to date the total quantities purchased from 2005 through 2007 was \$121,865,848.78 for all mobile food services ordered through the National Interagency Coordination Center (NICC). Emergency Equipment Rental Agreement (EERA) Contractors totaled \$23,897,881.48; National MFSU Contractors totaled \$97,967,967.30. The incidents ranged from 1 day to 22 days. On average each Contractor received 4 total dispatches per year. These quantities are not a representation to an offeror or Contractor that the same quantities will be required or ordered, or that conditions affecting requirements will be normal or stable.
- 1.1.7 Due to the sporadic occurrence of incident activity, the Government DOES NOT GUARANTEE placement of any orders under this contract.
 - 1.1.7.1 The Contractor is required to provide written notification to the Contracting Officer (CO) and the NICC any time their MFSU is unavailable for dispatch. Failure to provide this notification may result in a poor past performance evaluation and/or suspension of the unit.
 - 1.1.7.2 The Contractor is not obligated to accept orders if written notification has been submitted, stating the MFSU is unavailable to CO and NICC in advance of the placement of an order.

1.1.7.3 Once the incident has begun to demobilize, the Contractor is not obligated to stay beyond three days after the FDUL has notified the Contractor in writing, that the number of people per meal period to be served are below 100 people. The Contractor must inform the FDUL in writing of the Contractor's intent not to stay beyond the three day period within 6 hours of being notified by the FDUL.

1.1.7.4 The Government may, at any time order more than one MFSU Unit to support an incident.

1.2 Government Furnished Property

The Government shall deliver to the MFSU Contractor the following Government-furnished property (see Section I, Contract Clauses):

- 1.2.1 Approved single-use, disposable hot cans and openers (NFES 0673) when hot can or cold can meals are ordered,
- 1.2.2 Containers for grease disposal,
- 1.2.3 Daily Meal Order/Invoice Mobile Food Services, & Continuation Sheet, 1276-A & 1276-B (NFES 2054 & NFES 2055); Interagency Mobile Food Services Performance Evaluation & Continuation Sheet 1276-E & 1276-H (NFES 2056 & NFES 2743). Contractors shall notify the FDUL when forms are needed to ensure timely delivery.

1.3 Government Furnished Services

- 1.3.1 Waste Products - The Government will arrange for pick up and disposal of all waste products (trash), after the waste products have been placed in the Government provided containers by the Contractor at a Government designated location.
- 1.3.2 Gray Water - The Government will arrange for removal of waste water from the Contractor's holding facilities.
- 1.3.3 Dust Control - The Government shall provide for dust control for the main serving area as needed.
- 1.3.4 Potable Water - The Government shall deliver potable water to the MFSU, as needed, after the first 200 gallons required to be furnished by the Contractor is used. The Government shall also deliver potable water to the hand washing stations that are required as part of the MFSU, as needed.

1.3.5 Refrigeration - The Government will be responsible for refrigeration of sack lunches and supplemental items upon delivery by the Contractor.

1.3.6 Meal Count

1.3.6.1 The Government will provide a person to count the number of hot meals being served. These counts shall be performed by head count at the serving lines. All items served from the serving windows or from the Self Service Salad Bar shall be considered a meal. Second helpings at breakfast or from the Self Service Salad Bar shall not be considered an additional meal. Second helpings at the dinner meal will not be considered an additional meal unless a meat item is served.

1.3.6.2 The number of meals counted shall be recorded on NFES 1276-A, Daily Meal Order/Invoice-Mobile Food Services, reconciled with the Contractor, and signed by the FDUL and Contractor on a daily basis.

1.3.6.3 Items listed in C.4.3 Twenty-Four Hour Service Bar are already included in the meal prices. These items do not constitute a separate meal count.

1.3.7 Health Authority Notification - When the MFSU is dispatched to an Incident, a Government representative may notify local health authorities of the time and location of services to be performed.

1.3.8 Fuel Tender - The Government may allow the Contractor to use a Government fuel tender when available. Any costs of these services/supplies will be deducted from payments due on Form 1276-B Daily Meal Order/Invoice - Mobile Food Services (Continuation Sheet). The Government may require the Contractor to pay directly to the fuel vendor via Contractor's credit card.

1.3.9 Government Escort - When it is difficult for the Contractor to locate an incident with the directions provided by the Government, the Contractor may request an escort to the incident.

1.3.10 Showers - When Mobile Shower Facilities are available, Contractor personnel may use the showers without charge.

1.4 Contractor Furnished Equipment, Supplies and Personnel

The Contractor shall furnish the following:

- 1.4.1 All cooking, serving equipment, utensils eating dishes and cups. Utensils shall be medium weight and factory wrapped. All drinking cups shall be a minimum of 12 ounces. All disposable products shall comply with bio-preferred requirements or shall be made of bio-based materials capable of withstanding a minimum temperature of 160° F. www.biopreferred.gov
- 1.4.2 All equipment, labor, supervision, fuel, electricity and maintenance necessary for the full operation of the MFSU.
- 1.4.3 All food and condiments,
- 1.4.4 A small weighing scale for spot-checking of minimum weight requirements,
- 1.4.5 Hot and cold food thermometers for monitoring of food temperatures,
- 1.4.6 Single-use, food-grade gloves for food service personnel,
- 1.4.7 Current test strips for checking dish washing sanitizing solution and chlorine residual,
- 1.4.8 Phosphate-free, antibacterial liquid soap and paper towels for hand washing facilities,
- 1.4.9 Waterproof tent(s) for the eating area(s) that are able to accommodate a minimum of 200 persons comfortably. Optional tents and seating may be provided only when ordered by the FDUL, at the rates specified in the Contractor's current Unit Summary. The order shall be clearly documented under miscellaneous charges and credits on Form 1276-B, Daily Meal Order/Invoice (Continuation Sheet).
- 1.4.10 Appropriate tables and chairs (in good condition), for an eating area that accommodates a minimum of 200 people comfortably,
- 1.4.11 Adequate lighting for the serving and dining areas,
- 1.4.12 At least one employee trained in safe food handling procedures who is assigned to monitor and maintain all self service bars during hours of operation,
- 1.4.13 Garbage cans with bio-based liners for the MFSU; to include all peripheral food handling, preparation areas and dining area,
- 1.4.14 Refrigeration and freezer units for the storage of meat and other perishables (see C 3.1.2),

- 1.4.15 A minimum of 200 gallons potable water storage capacity (see C 3.1.3) and initial supply of 200 gallons of potable water,
- 1.4.16 A minimum of 1,000 gallons of gray water storage capacity of (see C 3.1.1.11),
- 1.4.17 Living accommodation for Contractor's personnel shall be a reasonable distance from the kitchen area, designated by the FDUL,
- 1.4.18 Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association (NFPA) 10# Class K standard in Kitchen Unit that has cooking equipment and other extinguisher types as appropriate to their surroundings,
- 1.4.19 Separation and rinsing of kitchen recyclable materials by type (i.e., glass in one container, plastic in another, aluminum in still another, etc.), when the Government is recycling on an Incident,
- 1.4.20 A current copy of the Food and Drug Administration (FDA) Food Code issued by the U.S. Department of Health and Human Services to be kept with each MFSU at all times,
- 1.4.21 Meals for all MFSU employees.

1.5 Contractor Responsibilities

The Contractor shall perform in a professional, cooperative and workman like manner. All equipment and service is required to meet current Federal, State and local laws or regulations, the National Electric Code (NEC), the Uniform Plumbing Code (UPC), Federal and State potable water codes, Occupational Safety and Health Administration (OSHA), Food and Drug Administration Food Code (Food Code), National Restaurant Association Standard (NRA), National Sanitation Foundation Standards (NSF), and other contractual requirements. Specific Contractor responsibilities are listed below:

- 1.5.1 Immediately report to the FDUL or LSC to verify setup location upon arrival at the Incident site.
- 1.5.2 Record, in a logbook, the minimum and maximum temperatures inside all refrigerator units. The temperatures shall be recorded a minimum of three times per day (at least 6 hours apart), between 6:00 a.m. and 11:00 p.m. The logbook shall be made accessible to the Government and Health Authorities at all times.
- 1.5.3 Contain all grease products.

- 1.5.4 Maintain all facilities and equipment used for meal preparation, serving, storage, seating and cleanup in a sanitary condition. General cleanup shall include cleaning tables, condiment containers and chairs, removing trash from around the eating area and Contractor equipment to locations designated by the FDUL.
- 1.5.5 Ensure that employees are neat and clean. All employees shall wear uniforms and ID tags that clearly show the employee's name and identifies the MFSU Contractor's company. A tee-shirt or baseball cap will suffice as a uniform. Food service employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that cover body hair. Long hair hanging out of hats does not meet this requirement. Single-use, food-service gloves shall be worn when handling ready to eat foods and during meal service. Gloves will be changed during the shift as needed and especially when a change in duties occurs i.e., taking out trash, cleaning, preparing and serving food. Clean aprons are required at the beginning of each shift, when the apron is soiled and/or when a change in duties takes place.
- 1.5.6 Ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses.
- 1.5.7 Ensure that each MFSU Manager and Supervisory Cook has a Certificate of Completion for food service management, handling, and sanitation training.
- 1.5.8 The MFSU Manager shall be responsible for training all employees in food preparation, handling, packaging, food serving, and cleanup requirements. A MFSU Manager or designated representative shall be available at the incident at all times. All representatives shall be designated in writing and have all of the certifications, training, and authority of the MFSU Manager.
- 1.5.9 No alcoholic beverages and/or controlled substances are allowed. There shall be no use of tobacco products within the immediate area or in the MFSU.
- 1.5.10 Ensure that only those Contractor employees essential to the mission remain at the Incident.
- 1.5.11 Provide insect control in all areas within the MFSU where food is stored, prepared, served or eaten.
- 1.5.12 Maintain copies of the contract; all modifications; invoice forms; Quality Control Plan and Work/Rest Plan with the MFSU at all times. Completed

past performance evaluation forms shall be kept with the unit at all times. (Note: During the Option Periods, evaluation forms from the current & previous year shall be kept with the MFSU at all times). The Quality Control Plan shall address the Contractor's self-inspection procedures. The Work/Rest Plan shall address the Contractor's oversight and monitoring of work/rest and length of assignment guidelines.

- 1.5.13 All food shall be prepared and cooked inside enclosed units, with the exception of food cooked and served from outdoor barbecues. All outdoor barbecues will be used in compliance with local or State fire restrictions, if any. All hot food shall be served with utensils from the kitchen unit, with the exception of beverages, soup and hot cereal which may be self served from self contained heated holding equipment.
- 1.5.14 The Contractor shall perform one microbiological test for total quantity of *coliform* bacteria (Section J). The Contractor will be reimbursed for additional water testing fees if the Government requires a water sample to be submitted more than once every 30 days or if the Government chooses to change water sources, while the unit is assigned to the same incident. The costs of the additional water tests will be added as a credit on Form 1276-B Daily Meal Order/Invoice – Mobile Food Services (Continuation Sheet). The purpose for the required additional water test shall be clearly documented on the invoice form.
- 1.5.15 Provide dust control for sandwich preparation area, salad bar, eating tents, and sack lunch assembly area.

NOTE: Violation of any one or a combination of the above requirements may result in suspension, and/or non-renewal and/or partial or complete termination of the Contractor's Mobile Food Service contract.

C.2 ORDERING, RELOCATING, REDUCING, RELEASING, REASSIGNING, AND CANCELING PROCEDURES

2.1 Information Required By NICC When Placing Orders

- 2.1.1 Incident Name, Job Code, Resource Order Number, Request Number, Date of Order.
- 2.1.2 Requested Date, Time, Meal Types and Number of Meals.
 - 2.1.2.1 Date of first meal,
 - 2.1.2.2 Time of first meal,

- 2.1.2.3 Estimated number for the first three meals,
- 2.1.3 Reporting location,
- 2.1.4 Contact person at the incident,
- 2.1.5 Spike Camp information,
- 2.1.6 GACC contact and Telephone number.

2.2 Dispatch Procedures

- 2.2.1 The Government has contracts with multiple vendors for Mobile Food Services. During periods of availability, the Government will utilize the Contractor whose DDP is closest to the incident as determined by using the Rand McNally Road Atlas® or the latest version of Microsoft Expedia Streets & Trips®, provided that the unit can meet the incident's needs and required time frames.
- 2.2.2 Contractor personnel and equipment are required to be physically located and available to perform services from each of their DDP's during the defined Mandatory Availability Period (MAP). The DDP is the location where the unit shall be physically located during the MAP, unless the Contractor has provided written notification to the CO and NICC of its unavailability status. NICC is the only designated dispatch center authorized to place orders for MFSUs. NICC shall place orders against an overriding Delivery Order; issued by the CO at time of award.
- 2.2.3 Outside the MAP, priority consideration will be given to units physically located and available to perform services closest to the incident; provided that the unit can meet the incident's needs and required time frames. The only two locations to be considered for dispatch outside of the MAP are the DDP or the Company's Headquarters. Outside the MAP Contractors have the option of remaining at their DDP or returning to their Company's Headquarters.

Company's Headquarters is defined as the company's regular operating physical address (Block 15A on Standard Form 33). Contractors are responsible for notifying the CO and NICC, in writing, of availability status and locations outside of their MAP.

- 2.2.4 The Government intends to dispatch resources in accordance with this procedure. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from procedures stated in C.2. Any such deviation will be within the discretion of the

Government, and will not be deemed a violation of any term or condition of this contract.

- 2.2.5 When a Contractor agrees to a delivery schedule at the time the order is placed, the Contractor is required to perform in accordance with the agreed upon schedule documented on the Mobile Food Service Request Form. In addition, the Contractor is required to follow DOT regulations at all times.

2.3 Release and/or Reassignment

- 2.3.1 When the MFSU has been released from an incident, the unit may remain in the nearest town up to 24 hours in available status. After this time, it must return to the MFSU's DDP. Priority consideration for assignment will be given to the MFSU closest to the incident that is physically located at it's DDP over other available units remaining in the nearest town or enroute; provided that the MFSU at it's DDP can reasonably meet the date and time needed by the incident.

- 2.3.2 Reassigned Enroute - When a MFSU is reassigned enroute, the Contractor is obligated to report to the reassigned incident.

2.3.3 Priority for Releasing/Reassigning a MFSU

National MFSU(s) shall be released after all additional Non-National MFSU(s) have been released. Releases for National MFSU(s) will go through established dispatch channels. NICC shall be notified of the release through these channels. The Contractor shall contact NICC to confirm status of release or reassignment. When there is more than one National MFSU at the same incident or complex of incidents, the Logistics Section Chief (LSC) or (COR) will determine which National MFSU will be the first to be released based on design, capability, size, need, performance, price and/or set-up location at the incident. The LSC or COR will forward documentation of this decision to the CO.

2.4 Need for Additional MFSU

- 2.4.1 If an additional MFSU is ordered for the same incident camp site, dispatch priority will be based on the same procedures in Section C.2. However, the Contractor currently servicing the incident may be given the first opportunity to supply a second unit if the contractor has another unit approved on the contract and if that second unit can meet the incidents needs and required time frames.

2.5 Procedure for Canceling a MFSU

The Government reserves the right to cancel any order at any time. Payment for services rendered will be made in accordance with Section G - Contract Administration Data.

2.5.1 Canceling a MFSU

Notice of cancellation will be provided to the MFSU Contractor from NICC.

2.6 Procedure for Relocating MFSU(s) at an Incident

2.6.1 The Relocation Fee (in addition to mileage) is paid in the following cases:

2.6.1.1 After a MFSU is on order and has arrived and completed the initial set-up at the incident; the Government may have a need to relocate the MFSU to another location within the same camp, or to a new, or different camp (in support of the same incident), or

2.6.1.2 When the original incident is or becomes incorporated into a complex and relocating the MFSU becomes necessary in support of that complex of incidents, or

2.6.1.3 Reduction in force resulting in reorganization within the incident or complex, but not demobilization. The relocation fee is paid when camps in a complex are collapsed and MFSU(s) are relocated within that complex.

2.6.2 If a Unit is reassigned to another incident or demobilized, no relocation fee is paid.

2.7 Procedure and Times for Ordering Hot Meals, Sack Lunches and Hot or Cold Can Meals

2.7.1 Orders for hot and special meals, sack lunches, hot and cold can meals, and the times to be served shall be placed by the FDUL and documented on Form 1276-A.

The Contractor shall be notified of the anticipated number of hot meals, and hot and cold can meals, at least six (6) hours before the time to be served or delivered.

Whenever possible, the Government will notify the Contractor of the anticipated number of sack lunches by 3:00 p.m. the day before issuance. While every attempt will be made to adhere to this schedule, it may be necessary to order additional lunches with very little notice, due to the sporadic nature of emergency incidents.

2.7.2 Failure on the part of the Contractor to meet the meal or sack lunch schedule may result in a reduction in the contract meal prices, suspension and/or termination of services. No reduction in contract meal prices shall be made for any additional meals when not ordered by the required time frames.

2.8 Procedure for Ordering Optional Supplemental Food and Beverage Items

Optional supplemental food and beverage items listed in Section B may be ordered by the FDUL subject to mutual agreement of the Contractor. Orders for optional supplemental food and beverage items must be approved in advance, inventoried upon delivery, and accepted by the FDUL. The Government, at its option, may choose to procure these items under this contract or from other sources. The Contractor may choose to accept or not accept any orders for optional supplemental food and beverage items under this contract.

2.9 Procedure for Ordering Optional Refrigeration Storage Space

Optional refrigeration storage space within the MFSU may be ordered by the FDUL subject to mutual agreement of the Contractor. Orders for optional refrigeration storage space shall be clearly documented under Block 28, Miscellaneous Charges & Credits on Form 1276-B, Daily Meal Order/Invoice (Continuation Sheet). The Government, at its option, may choose to procure these items under this contract or from other sources. The Contractor may choose to accept or not accept any orders for additional refrigeration storage space under this contract.

2.10 Procedure for Ordering Optional Tents and Seating

Optional tents and seating (above the required 200 minimum), may be ordered by the FDUL subject to mutual agreement of the Contractor. Orders for additional tents and seating shall be clearly documented under Block 28, Miscellaneous Charges & Credits on Form 1276-B, Daily Meal Order/Invoice (Continuation Sheet). The Government, at its option, may choose to procure these items under this contract or from other sources. The Contractor may choose to accept or not accept any orders for additional tents and seating under this contract.

2.11 Procedure for Canceling and Reducing Hot Meal Orders - Cancellation or reduction in hot meals shall be made in writing four (4) hours prior to serving time and documented in the remarks block on Form 1276-A.

2.12 Procedure for Canceling and Reducing Sack Lunch Orders

2.12.1 Any cancellation or reduction in sack lunches shall be made as soon as practical after an order has been placed.

2.12.2 The Contractor shall refrigerate sack lunches ordered until the agreed upon delivery time.

C.3 MINIMUM MOBILE FOOD UNIT EQUIPMENT REQUIREMENTS

3.1 Mobile Food Service Unit

A MFSU meeting all responsibilities cited in C.1.5 shall consist of a trailer(s) (where the cooking is done) and all peripheral pieces of equipment and trailers necessary to support the Mobile Food Service Unit (such as dry goods, refrigeration, etc.). Each MFSU shall be capable of feeding 1,200 persons at the minimum rate of 350 persons per hour. Listed below are the minimum equipment requirements for a MFSU. Minimum equipment requirements will be evaluated in accordance with Section M.

3.1.1 Mobile Food Service Unit (Including All Peripheral Equipment)

3.1.1.1 General

- (a) All food preparation and serving units shall be fully enclosed except when serving. A fully enclosed unit shall use one or a combination of the following methods to enclose the unit: 1) screens, 2) air curtains or 3) other effective means for insect and dust control. Units that do not have screens or effective air curtains must keep all windows and doors closed.
- (b) All equipment shall be sealed to the floor or raised at least 6" off the floor to prevent moisture from getting under the equipment.
- (c) Equipment, including the interior of cabinets or compartments, walls, corners, ceilings, and floors shall be easily accessible and have easily cleanable surfaces. Equipment surfaces shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions.
- (d) Unfinished wood surfaces are not permitted. This requirement does not apply to pallets being used in distributors' delivery vehicles. Wood pallets are permitted in dry goods storage areas and lunch assembly tents only.
- (e) Food contact surfaces shall be constructed of metal or high-pressure laminated plastics, these surfaces must be kept free of cracks, cuts, and other obstructions that would interfere with proper cleaning. Hard maple or an equivalent hard closed grain wood may be used for cutting boards.
- (f) Utility and service lines shall not obstruct or prevent cleaning of floors, walls and ceilings. Service lines may not be unnecessarily exposed.

- (g) All junctures where floors and walls meet shall be covered. All seams, cracks and junctures where walls and ceiling meet shall be sealed. Walls and ceilings shall have a smooth finish to allow easy cleaning.
- (h) All plumbing equipment shall preserve potable water quality throughout the kitchen unit and peripheral equipment where potable water is stored and used. No galvanized pipe, fittings, or fixtures are allowed in the food zone, or food splash zone per National Sanitation Foundation (NSF) standards. Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed.
- (i) Light fixtures, light bulbs and light tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatter proof type bulbs or the equivalent. All non-dedicated electrical receptacles will be ground fault protected.

3.1.1.2 Steam Table (Electric or Gas)

Steam tables shall be capable of holding at least 4 full sized hotel pans (12" x 20") and be able to maintain hot food at a minimum of 140° F. Steam tables shall be used for serving only and shall not be used in eating area tents at any time.

3.1.1.3 One (1) Three-Compartment Metal Sink

One (1) three-compartment metal sink for washing, rinsing and sanitizing.

- (a) The sink shall be equipped with continuous gravity flow or pressurized hot (120° F) and cold running water.
- (b) The minimum dimensions of each compartment shall be 18" wide x 20" long x 12" deep (inside dimensions) or equivalent volume. The sink dimensions must accommodate all of the cooking pans being utilized.
- (c) The sink shall be equipped with a mixing faucet capable of servicing any sink compartment.
- (d) The sink shall have smooth sanitary drain boards or equivalent drying area shall be available.

3.1.1.4 One (1) Food Preparation Sink

One (1) food preparation sink measuring a minimum of 15" x 19" x 7" dedicated to food preparation only, shall be maintained the same as any other food contact surface.

3.1.1.5 Hand Washing Sinks for Contractor Personnel

- (a) Hand washing sinks shall be provided within all food preparation, cooking, serving and ware washing area(s).
- (b) Hand washing sinks are to be used for hand washing only.

3.1.1.6 Hand Washing Sinks For Incident Personnel

Each individual mobile hand washing station shall have the following:

- (a) Eight (8) sinks per unit.
- (b) 400 gallons gray water and 400 gallons potable water holding capacity. Potable water tank shall be constructed of food grade safe, non-corrosive and nonabsorbent material. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The access port opening shall be flanged upward at least 13mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible for an ocular inspection. The tank shall be sloped to drain completely. Each tank shall have the size and description stenciled on it in letters no less than 4 inches high (for example: "400 GAL - POTABLE WATER" or "400 GAL GRAY WATER")
- (c) Each wash basin shall provide hot and cold water through a mixing faucet that allows for the washing of both hands while the water is running and have continuous hot water heating capable of maintaining 101° F.
- (d) The Contractor shall provide one paper towel dispenser and one phosphate-free liquid soap dispenser for every two sinks.
- (e) Mirrors are optional.
- (f) Adequate self-contained outside lighting for use of the hand washing station in darkness.

3.1.1.7 Ventilation Equipment

- (a) An electrically powered exhaust hood ventilation system with grease filters or screens shall be provided over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors. The use of galvanized hoods, filters or screens is prohibited.
- (b) Grease filters shall be constructed from stainless steel, aluminum or other (NSF approved material), and be readily accessible for cleaning.

3.1.1.8 Waste Receptacles

Waste receptacles shall be readily accessible, smooth, non-absorbent and easy to clean.

3.1.1.9 Storage of Cleaning Supplies, Insecticides and Clothing

These storage areas shall be completely separate from food storage and food preparation areas.

3.1.1.10 Sneeze Guards

Sneeze guards shall be provided for all self service food serving lines.

3.1.1.11 Kitchen Unit Gray Water Storage

A minimum enclosed storage capacity of at least 1000 gallons of gray water storage shall be provided. The storage container(s) shall have the size and description stenciled on the container in letters no less than 4 inches high (for example: "1000 GAL - GRAY WATER").

3.1.2 Refrigeration/Freezer Storage Unit(s)

3.1.2.1 Food in refrigeration and freezer storage units shall be stored a minimum of 6 inches off the floor; 4-inch plastic pallets may be used. Adequate access must be provided; walking on pallets is not acceptable access.

3.1.2.2 A minimum of 1,200 cubic feet of refrigeration storage space, capable of maintaining stored food at a temperature of 41° F or lower and 512 cubic feet of freezer storage space capable of maintaining frozen food at 0° F is required.

3.1.2.3 Refrigeration and freezer storage units shall be equipped with a thermometer that is equivalent to a “min/max” type or a “continuous graphing” type. The thermometer shall be placed within 8 feet from the entrance.

3.1.2.4 Refrigeration and freezer storage units shall have shelving that is non-absorbent, non-corrodible, and easily cleanable. Wood is not acceptable.

3.1.3 Potable Water Storage Tank - Equipment necessary to store a minimum of 200 gallons of potable water (for kitchen use only) is required. Tank material shall be constructed of food grade safe, non-corrosive and nonabsorbent material. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The access port opening shall be flanged upward at least 13mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible for an ocular inspection. The tank shall be sloped to drain completely. Each tank shall have the size and description stenciled on it in letters no less than 4 inches high (for example: "200 GAL - POTABLE WATER"). A minimum of 200 gallons of potable water shall be provided in the storage tank(s) upon arrival at each incident which supersedes the requirement that the tank shall arrive empty as stated in the NWCG POTABLE WATER TANK SPECIFICATION in Section J.

3.1.4 Sandwich Preparation Area - Sandwich preparation unit shall maintain a temperature of 72° or less, and provide insect and dust control.

3.1.5 Sack Lunch Assembly Area - Tents or trailers with insect and dust protection shall be used for sack lunch assembly. Preparation of sandwiches or other perishable items must be done inside the enclosed kitchen unit(s).

3.1.6 Salad Bar Area - The salad bar shall be located in enclosed trailers or tents with sides and doors capable of providing effective protection from insect and dust.

3.2 Additional Safety Equipment

Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). All Stationary equipment shall have oil spill containment kits consisting of both pads and pans, under the fuel tank, engine, and any other petroleum containers, except miscellaneous “fuel containers” under 5 gallons. Stationary equipment is defined as that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.

C.4 MINIMUM MOBILE FOOD MEAL REQUIREMENTS

4.1 General

- 4.1.1 Quantities, variety and quality standards for meals are specified. The intent is for the Contractor to provide high quality meals while providing for variety. Additionally, provisions must be made for special meals to accommodate personal needs which may vary from the standard menu. Special meals shall have the same quality and equivalent quantity as the standard menu meals. The FDUL is responsible for notifying the Contractor of the number of meals required.
- 4.1.2 Bi-weekly (14 days) menus shall be submitted within 24 hours of arrival at an incident by the Contractor for approval by the FDUL. Subsequent menus shall be submitted 2 days prior to the current bi-weekly menu expiring, for the duration of the incident. The menu forms in Section J are examples of the format that may be used when submitting the menu. The FDUL shall ensure that the variety and content proposed is in accordance with the contract specifications. The daily menus with portion sizes shall be posted at the dining area.

4.2 Standard Menu Requirements

Standard menu items and quantities to be available per person are listed below for each type of meal.

4.2.1 Hot Breakfast

- 4.2.1.1 Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product).
- 4.2.1.2 Meat - 4 oz. (raw uncooked weight).
- 4.2.1.3 Bread or Hot cakes or French toast or Waffles - or equivalent starch (equal to 3 (1 to 1½ oz.) slices of bread).
- 4.2.1.4 Potatoes - 6 oz. or equivalent starch (see Section C 4.4.10).
- 4.2.1.5 Milk - 1/2 pint. Both white and chocolate milk shall be available.
- 4.2.1.6 Fresh Fruit or Canned Fruit - (no apples or oranges).
- 4.2.1.7 Chilled 100% Fruit Juice - 5½ oz.
- 4.2.1.8 Cooked Cereal - 6 oz. (see Section C.4.4.5)

4.2.2 Hot Can Breakfast

Hot can breakfasts are to be the same quality and quantity as the hot breakfasts served in camp. These meals shall be packed using Government furnished containers.

4.2.3 Cold Can Breakfasts

Cold Can Breakfasts shall be packaged using Government furnished containers. A cold can breakfast shall consist of cold breakfast food and shall contain the following items:

4.2.3.1 Dry Cereal - 2 individual serving boxes, 3/4 oz. each.

4.2.3.2 Breakfast Protein Item - One or more items with a combined weight of 4 oz.

4.2.3.3 Milk - 1/2 pint. Both white and chocolate milk shall be available.

4.2.3.4 Muffin(s) or equivalent - 3 oz.

4.2.3.5 Fresh (no apples or oranges) or Canned Fruit - 5½ oz. For variety 2 oz. of dried apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins, or other dried fruit may be substituted (not to be used on a daily basis).

4.2.3.6 100% Fruit Juice - 5½ oz.

4.2.4 Additional Items for Hot Breakfast and Hot and Cold Can Breakfast

In addition to the above, the items listed below shall be made available for the hot breakfast meals:

Butter and margarine, instant hot cereal, jelly or jam, peanut butter, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area. Appropriate items for hot and cold can breakfast will be determined by the FDUL.

Salsa, hot peppers, brown sugar and raisins or other dried fruit shall also be made available, in appropriate serving containers, not individually packaged.

Brewed coffee for hot can and cold can breakfasts shall be included at no additional cost if ordered by the FDUL.

4.2.5 Sack Lunch

Regular and vegetarian sack lunches shall be provided as ordered by the FDUL. Vegetarian sack lunches shall be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular sack lunches. Non-meat protein substitutes such as vegetarian lunch meats require FDUL approval and shall be used on a limited basis in vegetarian sack lunches.

Definition: Ovo-Lacto Vegetarian - This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat, chicken, fish or flesh of any kind, but do eat eggs and dairy products. Sub categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

NOTE: Pre-prepared sandwiches shall not be frozen.

Sack lunches shall consist of the following items:

4.2.5.1 Entree 1 - One Meat Sandwich (or Sandwich with Non-meat Substitute for Vegetarian)

- (a) The sandwich shall be wrapped in plastic wrap or plastic bags.
- (b) The sandwich shall contain two 1 to 1½ oz. slices of bread.
- (c) The meat sandwich shall contain 3½ oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese or equivalent vegetarian substitute. Ground meat, such as meatloaf or ground beef patties, may be allowed if approved by the FDUL.
- (d) Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.

4.2.5.2 Entree 2 - Variety Item

Contractors may choose a variety of items for the second entrée including a second sandwich. The preferred option is to provide energy bars. Entrée 2 shall have a minimum nutritional value of 400 calories. (Reference Section J.10 Definitions, Energy Bar)

NOTE: FDUL may approve the following for variety on an occasional basis; one super-sized hoagie or submarine (salami and/or bologna may be used) having a combination of meat and/or cheese weighing 7 ounces used in place of Entree 1 and 2. Non-meat substitutes shall replace the meat in a vegetarian hoagie or submarine sandwich.

- 4.2.5.3 Fruit - The fruit shall be one apple (size 100 count) or one orange (size 88 count), or other fresh fruit of comparable size.
- 4.2.5.4 Dried Fruit - Factory-wrapped or resealable individually wrapped by the Contractor. This item shall have a minimum nutritional value of at least 200 calories. All ingredients shall be identified and attached to the product for easy identification. (Note: Most dried fruits have a caloric value of approximately 75 calories per oz.)
- 4.2.5.5 Factory-Wrapped or Resealable Individually Wrapped Snack - Two (2) or more snacks with a combined minimum nutritional value of at least 600 calories. It is preferred that these snacks be high in complex carbohydrate content. All ingredients shall be identified and attached to the product for easy identification.
- 4.2.5.6 Variety Snack - Two (2) snack items consisting of trail mix (3 oz), nuts (1 oz), seeds (1 oz), beef or turkey jerky (2 oz) or fresh vegetables (1 cup). The two items must be different. Additional variety may be approved by the FDUL.
- 4.2.5.7 Condiments - Four individual factory-wrapped packets of condiments appropriate for the entrees being served.
- 4.2.5.8 Paper Napkin and Pre-Moistened Towelette - Two each.

4.2.6 Hot and Hot Can Dinners

4.2.6.1 Hot Dinners

Hot dinners shall include the items and quantities identified below.

(a) Whole/Full Muscle Meat (Raw Weight)

Steak -10 oz. (boneless) or 14 oz. (bone-in), or
Beef - 10 oz. (boneless) or 14 oz. (bone-in), or
Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or
Pork - 10 oz. (boneless) or 14 oz. (bone-in), or
Lamb - 10 oz. (boneless) or 14 oz. (bone-in), or
Poultry - 8 oz. (boneless) or 14 oz. (bone-in), or
Ham - 8 oz. (boneless) or 12 oz. (bone-in), or
Fish - 8 oz.

Contractors may elect to serve an entree such as lasagna or casseroles. However, these entrees must have a meat side dish which ensures the total meat quantity standard is met.

NOTE: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards cited in Section C.4.7. The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications (IMPS). The portion weight is specified on the supplier's label. Precooked meat shall meet equivalent weight of raw meat products.

- (b) Non Meat Protein - 4 oz.
- (c) Vegetables - 4 oz.
- (d) Potatoes - 6 oz. or equivalent starch.
- (e) Bread - Two 1 to 1½ oz. slices or equivalent starch.
- (f) Milk - 1/2 pint. Both white and chocolate milk shall be available.
- (g) Dessert - 4 oz.
- (h) Self-Service Salad Bar shall contain:
 - (1) Five salad toppings,
 - (2) One tossed green salad with equal amounts of three types of leafy vegetables,
 - (3) Two prepared salads,
 - (4) One fruit or fruit salad,
 - (5) Three types of salad dressings (regular and/or low/non-fat),
 - (6) Three salad condiments.

4.2.6.2 Hot Can Dinners

Hot Can Dinners shall include the items and quantities identified below. All hot food items including salads shall be packed in Government furnished containers.

(a) Whole/Full Muscle Meat (Raw Weight)

Steak - 10 oz. (boneless) or 14 oz. (bone-in), or
Beef - 10 oz. (boneless) or 14 oz. (bone-in), or
Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or
Pork - 10 oz. (boneless) or 14 oz. (bone-in), or
Lamb - 10 oz. (boneless) or 14 oz. (bone-in), or

Poultry - 8 oz. (boneless) or 14 oz. (bone-in), or
Ham - 8 oz. (boneless) or 12 oz. (bone-in), or
Fish - 8 oz.

Contractors may elect to serve an entree such as lasagna or casseroles. However, these entrees must have a meat side dish which ensures the total meat quantity standard is met.

NOTE: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards cited in Section C.4.7. The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications (IMPS). The portion weight is specified on the supplier's label. Precooked meat shall meet equivalent weight of raw meat products.

- (b) Non Meat Protein - 4 oz.
- (c) Vegetables - 4 oz.
- (d) Potatoes - 6 oz. or equivalent starch.
- (e) Bread - Two 1 to 1½ oz. slices or equivalent starch.
- (f) Milk - 1/2 pint. Both white and chocolate milk shall be available.
- (g) Dessert - 4 oz.
- (h) Two salads - 4 oz. each
 - (1) One tossed green salad with equal amounts of three types of leafy vegetables with three salad toppings with three types of salad dressings (regular and/or low/non-fat) and
 - (2) One prepared salad.

4.2.6.3 Additional Items for Hot Dinners and Hot Can Dinners - In addition to the above, the items listed below, shall be made available for the hot dinner meals:

Butter and margarine, jelly or jam, peanut butter, mustard, ketchup, steak sauce, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area. (Appropriate items for hot and cold can breakfast will be approved by the FDUL.)

Salsa and hot peppers shall also be made available, in appropriate serving containers, not individually packaged.

Brewed coffee for hot can dinners shall be included at no additional cost if ordered by the FDUL.

4.3 Twenty-Four Hour Service Bar

The following items shall be available in a service bar 24 hours per day at the incident dining area with the exception of cold cereal and milk, which shall be available between 4:00 a.m. and 10:00 a.m. There is no additional charge for any of these items, due to the fact that the cost for these items are calculated in the daily meal prices.

4.3.1 Hot Regular Brewed Coffee (regular and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Contractor's option.

(a) Available 24-Hours. A high quality ground or liquid concentrate shall be available. FDUL may purchase supplemental coffee by the gallon for consumption away from the dining area.

(b) Available During Hot Meals. Fresh brewed coffee shall be made available from high quality (ground) beans. If coffee is brewed outside, it must be in a tent with sides.

4.3.2 Hot Water

4.3.3 Hot Chocolate

4.3.4 Tea Bags (regular and decaffeinated)

4.3.5 Cold Drinks

4.3.6 Iced Tea (regular and decaffeinated)

4.3.7 Dry Cereal

4.3.8 Milk - Both white and chocolate milk shall be available.

4.4 Menu Variety (See 4.1.2)

Contractor Bi-Weekly Menus (see Section J) shall be approved by the FDUL in advance. Menu items shall provide variety on a daily basis as to the types of meat and bread used in sandwiches, other sack lunch entrees, snacks, juices and other meal items served. Menus may include a wide variety of recipes. Pre-cooked items after the fourth meal must be approved by the FDUL and shall be approved on a limited basis only. If meat is an ingredient of a pre-cooked item, the meat portions

per meal must meet the meat quantity standard defined in C.4.2.1 and 4.2.6.1. Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey or casseroles may be used as approved by the FDUL. The following are examples of variety options.

4.4.1 Meat

(a) Beef

- (1) Steaks - rib, loin, T-bone, New York, sirloin, cubed, filet and pepper steak.
- (2) Roast - Prime rib and sliced roast.
- (3) Short Ribs - baked, broiled and barbecued.
- (4) Ground Beef - lasagna, meat loaf, meatballs in spaghetti sauce and ground beef patties.

(b) Pork

- (1) Chops - loin cut, spare-ribs, country style ribs and barbecued.
- (2) Roast - sliced and tenderloin.
- (3) Ham - sliced.
- (4) Sausage

(c) Lamb

- (1) Chops - grilled and barbecued.
- (2) Roast - sliced.

(d) Poultry

- (1) Sliced, or whole pieces or parts (such as breast, thigh or leg).

(e) Fish - grilled, baked fillets or steaks.

(f) Processed Meat Items - pastrami, Polish/Italian sausage and corned beef.

(g) Breakfast Meat - ham, bacon, sausage, steak and pork chops.

4.4.2 Eggs - Fried, hard-boiled, poached, omelets or scrambled.

- 4.4.3 Bread and Equivalent Starches - wheat, white, 7-grain, rye, pumpernickel, French, garlic, biscuits, muffins, rolls, croissants, bagels, cornbread, donuts, sourdough, tortilla and pita pocket.
- 4.4.4 Dry Cereal - Varieties of flaked, toasted, or baked cold cereals and granola.
- 4.4.5 Hot Cereal - Oatmeal or grits, Cream of Wheat[®], etc.
- 4.4.6 Fruit - oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons.
- 4.4.7 Dried Fruit - apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins or other dried fruit.
- 4.4.8 Vegetables - broccoli, cauliflower, asparagus, corn, peas, green beans, mixed vegetables, etc.
- 4.4.9 Non Meat Protein - BBQ beans, vegetarian patty, vegetarian hot dog, Tofu, beans, soybean product, bean burritos, peanut butter, cheese, tempeh, quinoa, hummus.
- 4.4.10 Potatoes and Equivalent Starches - baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, sweet potatoes, or yams.
- 4.4.11 Juice - orange, tomato, grape, V8[®] type, apple, cranberry, or pineapple.
- 4.4.12 Sandwich Meat and/or Cheese - ham, corned beef, roast beef, turkey, pork, beef pastrami, chicken, cheddar, Swiss, or other natural cheese, excluding American processed cheese.
- 4.4.13 Salad Bar -
 - (a) Salad Toppings - kidney, garbanzo or pinto beans; carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, cottage cheese, beets, peas, tomatoes, eggs, cucumbers.
 - (b) Prepared Salads - macaroni, carrot and raisin, potato, pea, gelatin, coleslaw, fruit, rice or pasta salads.
 - (c) Tossed Salad Greens - romaine, endive, iceberg, green leaf, red leaf, butter, spinach, or cabbage.
 - (d) Fruit - melons, peaches, grapes, bananas, strawberries, pears, applesauce or seasonal fruit.

- (e) Salad Dressings - regular and low/non-fat French, Ranch, Italian, vinaigrette, Thousand Island, Blue Cheese, etc.
- (f) Salad Condiments - croutons, wheat nuts, sunflower seeds, crackers and taco chips, bread sticks, olives, pickles, or other fresh pickled or marinated vegetables.

4.4.14 Dessert - cakes, cookies, pies, cobblers, puddings, pastries or ice cream.

4.4.15 Tea - black, herbal, green, and spiced. Flavored tea may be served in addition to regular tea at the Contractor's option

4.4.16 Milk - white, (Whole, 2%, Skim), and Chocolate.

4.4.17 Snack Varieties - Candy bars, bagged candy, trail mix, cookies, brownies. Granola bars, energy bars, fresh vegetables, pretzels, shelled nuts. Factory packaged meats such as dried meats, sausage, pepperoni, jerky, etc., are acceptable. Processed cheese and cheese food products are allowed for this item only. The Government retains its full right to reject any product offered under this paragraph if the quality of the product is rejected by users. For variety two different products shall be used each day.

4.5 Cooking Requirements - All foods shall be cooked to minimize health hazards in accordance with the requirements below and the current FDA Food Code.

4.5.1 Ground Meat, Pork, Poultry Lamb and Fish - All ground meat, pork, poultry, lamb and fish shall be cooked well done to the minimum internal temperature defined in the current FDA Food Code or higher with temperature tested in the product's thickest part.

4.5.2 Whole Muscle Beef - Roast beef for sandwiches and cube steaks shall be well done. Beef roast or steaks for dinner meals may be medium rare to well done, as approved by the FDUL.

4.5.3 Fresh Eggs - Fresh eggs may be cooked to order. Fresh eggs cooked to order shall be cooked to heat all parts of the egg to the minimum internal temperature defined in the current FDA Food Code or higher. Boiled eggs shall be well done.

4.6 Serving Container Requirements

4.6.1 Milk - Shall be available in individual cartons, approved milk dispensers, or must be served from cartons or jugs.

- 4.6.2 Juice - Shall be available in individual pop-top cans, non-crushable paper/foil-type containers and resealable plastic bottles. Approved dispensers may be used.
- 4.6.3 Desserts - Shall be either served at the serving line, or in individually wrapped dishes, or covered for protection from contamination if served at a dessert bar.
- 4.6.4 Salad Dressing and Condiments - Shall be available in individual packets, approved dispensers, or original bottles. Salsa and hot peppers shall be served in approved containers at the salad bar.
- 4.6.5 Bread - Shall be either served at the serving line, or covered for protection from contamination if available at a salad bar. Tongs are required for self service.
- 4.6.6 Dry Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

4.7 Food Quality Standards

4.7.1 Meat, Poultry, and Fish

- 4.7.1.1 Beef - Fresh or fresh frozen whole/full muscle USDA inspected, USDA Choice or better with 1/4 inch trim, (lower grades of beef, including "no roll/select", are not acceptable).

No more than 15% pump in all USDA Choice pre-cooked and/or further processed beef items with the exception of corned beef brisket which may be 20%.

The term "whole muscle" in this section shall mean whole muscle or sliced from whole muscle. No soy additives shall be included in beef products.

- 4.7.1.2 Ground Beef - USDA inspected 100 % ground beef or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20% fat. Need not be USDA Choice.
- 4.7.1.3 Beef for Sack Lunches - USDA inspected, need not be USDA choice. Whole/full muscle, flats, top and bottom rounds and eye of the round only (no shoulder cuts allowed). Pre-cooked further processed beef or cured beef such as corned beef or pastrami may be used. No soy additives shall be included in beef products. (No more than 15% pump in all precooked, further processed, or cured beef items, with the exception of corned beef brisket and pastrami,

which shall not exceed 20% pump.) Roast beef for sandwiches shall be well done and not appear to have a “green sheen”.

4.7.1.4 Pork - USDA inspected, USDA Grades 1-4. Bacon, sausage and whole/full muscle pork items. Whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump (ham and water product, ham with water and isolated soy protein added and turkey-ham is not allowed).

4.7.1.5 Cornish Game Hens - Whole/full muscle, USDA inspected, need not be USDA Grade A.

4.7.1.6 Poultry - Whole raw chicken shall be obtained from USDA inspected facilities and shall be USDA Grade “A” whole/full muscle. Cut raw chicken product shall be obtained from USDA inspected facilities and may be USDA Grade “A” or equivalent. Cooked product that does not have a USDA grade shall have been obtained from USDA inspected facilities and purchased from among the suppliers top quality labels. Acknowledgement of a top-quality (Best Label) and equivalent products does not necessarily constitute acceptance as an end product if that product is otherwise objectionable in appearance, taste or quality. Processed or precooked turkey shall not exceed 3 lobes per product of breast meat only. No more than 15% pump in all processed or precooked poultry items. (No chunked, chopped and/or formed product allowed).

4.7.1.7 Lamb - USDA inspected; USDA Choice or better; fresh, whole/full muscle. No more than 15% pump in all USDA Choice pre-cooked or further processed lamb items. No soy additives shall be included in lamb products.

4.7.1.8 Fish - Whole muscle steaks or fillets (no chunked, chopped, formed, pressed or imitations).

4.7.2 Dairy Products - Pasteurized, USDA Grade A or better.

4.7.3 Cheese - Natural cheese. No imitation cheese, cheese product, cheese food, or cheese spread allowed except in factory wrapped - commercially available products like burritos, Hot Pockets[®], chimichangas, etc., needed for lunches and cold can breakfast. Also, see 4.4.12. The Contractor shall use natural cheese if these items are made at the incident.

4.7.4 Fresh Shelled Eggs - USDA inspected, Grade A.

- 4.7.5 Frozen or Liquid Whole Egg(s) - USDA inspected and pasteurized. No egg product.
- 4.7.6 Canned Vegetables - US No. 1 or equivalent (top label).
- 4.7.7 Canned Fruits - US No. 1 or equivalent (top label).
- 4.7.8 Fresh Fruits and Vegetables - First Quality. When grading is available, fruit in the sack lunches must be U.S. No. 1 or better. The Contractor shall provide documentation that validates that the quality of the product is equal to U.S. No. 1 or better. Containers, cases, and crates shall be marked for grade.
- 4.7.9 Frozen Fruits and Vegetables (All Meals) - Grade A.
- 4.7.10 Juice - 100% fruit juice, 100% fruit juice blend; 100% vegetable juice. All juice must be pasteurized.
- 4.7.11 Dry Cereal (Breakfast) - Vitamin enriched.
- 4.7.12 Canned Goods and Prepared Items for Sack Lunch (Second Entree Only) - Top label or equivalent. All burritos or similar product containing meat shall be USDA inspected.
- 4.7.13 Bread - Enriched or whole grain.
- 4.7.14 Coffee - High quality, Columbian or better.
- 4.7.15 Tea - High quality.
- 4.7.16 Oil - Pure vegetable oil and/or olive oil, no trans fats.
- 4.7.17 Prepared Salads - High quality.
- 4.7.18 Canned Tuna Fish - Chunk Light Tuna, Dolphin-safe, and water packed.
- 4.7.19 Beef Jerky - Sliced dried beef.

C.5 PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL
C.1.4 - C.1.4.21 Contractor Furnished Equipment, Supplies and Personnel	All contractor's equipment, supplies and personnel shall be furnished.	All items must be available at all times.
C 1.5 - C.1.5.15 Contractor Responsibilities	Contractor shall perform in a professional, cooperative and workmanlike manner and provide all supplies and services as specified.	Standards must be met at all times.
C.2.2.5 Timely Arrival and Set-up of MFSU.	Meets delivery schedule agreed upon with NICC.	+/- 1 hour of agreed upon schedule.
C.3.1 - C.3.2 Equipment Requirements and Feeding Rates	All equipment and feeding rates shall meet or exceed minimum requirements.	Equipment requirements shall be met at all times. MFSU shall be capable of feeding 1200 person at a minimum rate of 350 persons/hr.
C.4.1 - C.4.1.2 General Meal Requirements	Contractor shall submit a biweekly (14 day) menu within 24 hours of arrival at the incident that provides for a variety of high quality meals or special meals that meet quality standards.	Standards must be met at all times.
C.4.2 - C.4.2.6.3 Standard Menu Minimum Quantities Requirements	Food shall meet or exceed all quantity standards.	Standards must be met at all times.
C.4.3 - 4.3.8 Twenty-Four Hour Service Bar	All items listed shall be available 24 hours/day at the incident dining area. Exceptions noted.	Standards must be met at all times.
C.4.4 - C.4.4.17 Menu Variety	Bi-weekly menus shall provide a variety as to types of meat, breads, juices and other meal items served.	Variety standards must be met at all times.
C.4.5 - C.4.5.3 Cooking Requirements	All foods shall be cooked to minimize health hazards in accordance with the FDA Food Code.	Foods shall be cooked in a way to meet the FDA Food Code at all times.
C.4.6 - C.4.6.6 Serving Container Requirements	Milk, Juice, Desserts, Salad Dressing, Condiments, Bread and Cold Cereal shall be served and available as specified.	Standards must be met at all times.
C.4.7 - C.4.7.19 Food Quality Standards	All meat, poultry, fish dairy products, can, frozen, or fresh vegetables and fruits, dry goods, breads, canned goods, coffee, tea, oil, prepared salads and beef jerky shall meet specified quality standards.	Standards must be met at all times.
D.1 - D.6 Packaging and Marking	Contractor shall meet packaging and labeling standards.	Standards must be met at all times.
E.2 and C.1.5.12 Quality Control Plan and Inspections	Contractor shall provide and maintain an inspection system acceptable to the Government.	Performance is maintained at no less than an acceptable level at all times.
C 1.5.8 Key Personnel	Key Personnel available at the incident at all times.	Key Personnel or Alternate must be available at the incident at all times.

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

D.1 SACK LUNCHES - GENERAL

- 1.1 Lunches shall be bagged in heavy-duty paper sacks to protect the lunch.
- 1.2 The Government must be able to distinguish between vegetarian and regular sack lunches by use of different colored bags. Brown bags shall be used to designate regular lunches.
- 1.3 Individual sack lunches shall be packed in cardboard boxes holding exactly 10 lunches in each box.
- 1.4 Sandwiches shall be packaged in plastic sandwich bags or other packaging. The packaging shall keep the sandwiches intact and/or not excessively add to waste disposal; (i.e., no Styrofoam).
- 1.5 Sandwiches ordered as supplemental items shall be individually wrapped in a Ziploc[®] type sandwich bag.
- 1.6 Snack items must be individually wrapped with labels that clearly list all ingredients contained in the package.

D.2 SACK LUNCH AND SUPPLEMENTAL SANDWICHES

- 2.1 The FDUL shall determine how long sack lunches and supplemental sandwiches may be held after preparation. The consume by date is generally within 24 hours of preparation date. A longer or shorter period of time may be deemed appropriate by the FDUL depending on refrigeration or storage conditions utilized.
- 2.2 Sack lunches shall be marked "Consume by (date and time; i.e. mm/dd, 00:00)."
- 2.3 Sack lunches prepared off site shall be approved by the FDUL in advance. The sack lunches made off site shall be stamped or labeled,
 - "Consume by (date and time; i.e. mm/dd, 00:00)."
 - 2.3.1 Boxes containing lunches prepared off site shall be labeled or marked with the sandwich preparation date and time.
 - "Prepared on (date and time; i.e. mm/dd, 00:00)."

2.4 Supplemental Meat and Non Meat Sandwiches – Shall be stamped or labeled

"Consume by (date and time; i.e. mm/dd, 00:00)."

D.3 FROZEN AND PACKAGED ITEMS

Frozen items shall not be frozen longer than the manufacturer “use by date”. Packaged items shall be used by the manufacturer's “sell-by or expiration date.”

D.4 EQUIPMENT MARKING

- 4.1 Mobile Food Service Units - All vehicles comprising a complete Mobile Food Service Unit shall be permanently marked with Company Name, Unit Identification Number (UIN). Marking shall be in an obvious place and have letters no less than 4 inches in height.
- 4.2 Bladder Bags - All gray water bladder bags used shall have the size and use stenciled on them in a conspicuous place with letters no less than 4 inches in height (for example: "1000 GAL - GRAY WATER").
- 4.3 Potable Water Tanks - All potable water tanks shall have the size and use stenciled on them in a conspicuous place with letters no less than 4 inches in height (for example: "500 GAL - POTABLE WATER").
- 4.4 Hoses - All hoses used shall be labeled at both ends to identify their use (i.e., gray or potable).

D.5 COMBINATION HOT FOOD/DRINK CONTAINERS

The Contractor is responsible for filling all combination Hot Food/Drink Containers, sealing and stamping or labeling them with the date and time they were filled and the contents within. A statement as follows shall be stamped or labeled on the container:

Prepared on (date and time; i.e. mm/dd, 00:00).

Must be Served within ____ Hours of Time Prepared.

Contents:_____

The serving time is normally within 4 hours of filling, unless otherwise approved by the FDUL. Hot or cold can meals shall only be packed in Government furnished

combination hot food/drink containers (Order Number NFES 0073). All hot/cold can food containers shall be labeled with food contents and portion size. Food for hot/cold can meals that is not temperature sensitive or is in individually packaged containers such as milk may be packed in reusable coolers or sent without further packaging as approved by the FDUL. Portion size shall be in simple terms (for example: Corn - 2 scoops per person, Chicken - two pieces per person). FDUL shall manifest hot/cold cans to spike or coyote camps.

D.6 FOOD LABELS

The quality standards of the foods served shall be clearly visible and/or verifiable. Meat and poultry quality standards shall be visible on the unopened boxes or individual packages. In the case of poultry, a USDA Poultry Certificate is also acceptable for verification. In the case of products other than meat or poultry, appropriate USDA/industry/food supply company standards must be visible and/or verifiable.

Examples of appropriate labeling are: USDA Choice beef package labeling shall clearly show the USDA inspection symbol (bug) and the USDA Choice shield or the words USDA Choice stamped on the box. USDA Grade A poultry package labeling shall clearly show the USDA inspection symbol (bug) and the USDA Grade A shield. Frozen fruits and vegetable packages shall clearly show the Grade A wording on the package or boxes, etc.

Food items in packages not clearly labeled or identified by a USDA certificate or other appropriate verifiable identification, properly identifying the quality standards required under this contract, may be rejected by the Government.

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(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): www.arnet.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

None by reference

E.2 INSPECTION OF SERVICES--FIXED-PRICE (FAR 52.246-4)(AUG 1996)

- (a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

E.3 PRE-USE INSPECTION OF EQUIPMENT

Each year prior to use of MFSU, the Government may conduct pre-use inspections of Contractor's equipment for compliance with the contract specifications and conditions.

E.4 INSPECTIONS DURING USE

- 4.1 At any time during use, the Government may make or cause to be made such inspections as deemed necessary for the purpose of determining that equipment, supplies and personnel meet current contract specifications or to determine equipment condition. Reference Section C.5 Performance Requirement Summary. Inspection may be performed by Federal and State and Local Government representatives and the FDUL or COR, designated by the CO. Inspection results will be documented on the MFSU Inspection Form located in Section J. A copy of the completed form will be provided to the CO.
- 4.2 Inspection by the Government after performance deficiencies or a failure has occurred will be made as promptly as possible after the Contractor has given notice that the performance deficiencies or the failure has been corrected. Inspection results will be documented on the MFSU Inspection Form located in Section J.
- 4.3 When equipment and services are inspected and do not meet contract requirements, the FDUL or COR shall document deficiencies on form FS 6300-12, Work Order and Notice of Non-Compliance. When appropriate, contract price reductions shall be taken in accordance with Section E, Paragraph E.2, Inspection of Services-Fixed Price. The CO shall make final decisions on any remedial actions implemented or erroneous payments approved by FDUL or COR as appropriate.

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(JUN 1988)

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.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

- 52.242-15 STOP-WORK ORDER (AUG 1989)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.2 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75)(FEB 1988)

The effective period of this contract is from January 1, 2010 through December 31, 2010.

F.3 LOCATION(S)

- 3.1 MFSUs shall be physically located at their DDPs during the MAP identified in Section B, unless the Contractor has notified the CO and NICC in writing, of its unavailability status. The CO may approve any relocation of equipment from the required DDP to an alternate DDP, with the concurrence from NICC.
- 3.2 If the Contractor wishes to be available for dispatch outside of the MAP identified in Section B, it is the Contractor's responsibility to notify the CO and NICC, in writing.

F.4 UNAVAILABILITY

- 4.1 The Contractor may request unavailable status from the CO, in writing, at any time. When a particular MFSU becomes unavailable, the CO may hire non-National contract resources or relocate other National Contract resources to perform the work that would have been performed by the unavailable Contractor. In these situations, any non-National Contractors dispatched to an incident shall be allowed to complete that current assignment and not be replaced if the previously unavailable National Contractor's status changes. Anytime a National and a Non-National Contractor are assigned to the same incident, the Non-National Contractor shall be the first to be demobilized.

4.2 The Contractor's unit is considered unavailable outside the MAP identified in Section B, unless written notification of availability is given to the CO and NICC. The Government reserves the right to periodically verify the availability and location of all units.

F.5 CONTRACTOR EVALUATIONS

The designated Government representative is required to complete an Interagency Mobile Food Services Performance Evaluation Form (See Section J, Form 1276-E (01/2010)) prior to leaving each incident or prior to team transitions. The designated Government representative is required to distribute the completed copies of the evaluation as instructed on the form. (Do not send copies of the evaluation form to the Albuquerque Payment Center). The form, in addition to other performance information which may become available, will be utilized to facilitate the Contractor's annual performance report. The CO will provide the Contractor 30 calendar days to respond to any negative performance information received.

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

G.1 MILEAGE

- 1.1 For payment purposes, actual mileage shall be measured from the location of the Contractor's MFSU at time of dispatch to the incident and return using verified written Contractor odometer readings. Beginning and ending odometer readings shall be documented in the remarks block on Form 1276-A, Daily Meal Order/Invoice-Mobile Food Services.
- 1.2 Actual mileage for transporting the MFSU (including all equipment, materials, supplies and personnel to support the operation) to and from the incident shall be paid at the rates specified in Contractor's current Unit Summary. Additional mileage rates shall not be paid for getting supplies or making repairs on the MFSU while performing at an incident.
- 1.3 If an order for a MFSU is canceled before any meals are served, the Contractor shall be paid for actual mileage incurred, if applicable, at the rates specified in Contractor's current Unit Summary. The actual mileage shall be measured using verified written Contractor odometer readings. Beginning and ending odometer readings shall be documented in the remarks block on Form 1276-A, Daily Meal Order/Invoice-Mobile Food Services. Cancellation shall be documented in the remarks block on Form 1276-A, Daily Meal Order/Invoice-Mobile Food Services.
- 1.4 When equipment is released from one incident and subsequently reassigned to another prior to returning to its DDP, it is the Contractor's responsibility to inform the FDUL at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents. The new incident invoices shall correct mileage payments from the prior incidents invoices and make appropriate adjustments for previously billed mileage from the point reassigned en route. If the Contractor is not dispatched from one incident to another, mileage shall be measured from the last incident location to the DDP or other location approved by the CO. Beginning and ending odometer readings shall be clearly documented in the remarks block of the Form 1276-A, Daily Meal Order/Invoice-Mobile Food Services.
- 1.5 The Government may use Rand McNally Road Atlas or Microsoft Expedia Streets & Trips and/or Government odometer readings to verify the reasonableness of any mileage billed.

G.2 MEALS

2.1 General

- 2.1.1 Prior to the Contractor departing for an incident, the Government may cancel or reduce the number of meals for the first meal period and be liable for only the reduced number of meals.
- 2.1.2 Once the Contractor has departed for an incident, the Government may still cancel or reduce the number of meals, but the Government shall be liable for the number of meals ordered up to the time of departure, not the reduced number ordered after departure, for the first meal.
- 2.1.3 Individual meals served shall be counted and totaled at the end of each meal period (i.e., at the end of the breakfast meal period, at the end of the dinner meal period, etc.). The total count is verified in writing by the Government on Form 1276-A, Daily Meal Order/Invoice, and paid at the rates offered in the Contractor's current Unit Summary.
- 2.1.4 Incident personnel not satisfied with the meat portion of their meal may return it for replacement at no additional cost to the Government.
- 2.1.5 For payment purposes, the Contractor shall invoice sack lunches on the same day that the lunches are delivered to the Government.

2.2 Minimum Guarantee

2.2.1 Before any Meals are Served - In the event an order is cancelled en route before any meals are served, the Contractor shall be paid for the number of meals ordered for the first meal plus mileage, if applicable. Beginning and ending odometer readings shall be documented in the remarks block on Form 1276-A, Daily Meal Order/Invoice-Mobile Food Services. In the event a MFSU is reassigned en route, only actual mileage shall be paid. Beginning and ending odometer readings shall be documented in the remarks block on Form 1276-A, Daily Meal Order/Invoice-Mobile Food Services.

2.2.2 Payment for Three or Less Meals - Once serving has begun the Contractor will be paid 100% of the initial meals ordered for the first 3 meals (meal periods) or the number of meals actually served, whichever is greater.

Exceptions - If the Contractor's late arrival causes meals to be missed, the Contractor shall only be paid for the number of meals served.

- 2.2.3 The Government may obtain meals from another source if the Contractor's late arrival results in meal periods being missed.
- 2.2.4 If the Government causes the Contractor's late arrival, no reduction in the guarantee will be made.
- 2.2.5 Excluding the first and last day of an incident the Government will provide a minimum daily guarantee of \$12,000.00 per MFSU or the total quantities of meals provided, which ever is greater. The \$12,000.00 daily guarantee only applies towards the total number of meals provided from each complete MFSU.

2.3 Payment for Meals Beginning with the Fourth Meal (Meal Period)

The Contractor will be paid as follows beginning with the fourth meal served:

2.3.1 Hot Meals

The Contractor shall be paid for the number of meals actually served or 90% of the number of meals ordered, whichever is greater, at the rates specified in the Contractor's current Unit Summary. No payment shall be made for the number of meals cancelled four (4) hours in advance of serving time.

2.3.2 Sack Lunches

Payment shall be made for the number of complete sack lunches the Government actually takes possession of or the number of complete sack lunches prepared prior to cancellation or reduction of an order (whichever is greater) at the rates specified in the Contractor's current Unit Summary.

G.3 SUPPLEMENTAL ITEMS

- 3.1 Supplemental items shall be ordered, itemized, inventoried and accepted by the Government. All items shall be recorded on 1276-B, Daily Meal Order/Invoice (Continuation Sheet).
- 3.2 Additional Refrigeration Storage Space - The daily usage rate for additional refrigeration storage space in the MFSU shall be paid at the rate in the Contractor's current Unit Summary.
- 3.3 Additional Tents/Seating - Additional tents/seating (above the required 200 minimum) shall be paid at the rates specified in the Contractor's current Unit Summary. Payment for partial days shall be made at one-half the daily rate when service is provided for 8 hours or less, on the first and last day of the Incident. A full day of usage will be paid when services are performed beyond 12:00 noon.

3.4 Payment shall be made for those items ordered and approved by the FDUL and itemized on Form 1276-B, Daily Meal Order/Invoice (Continuation Sheet) at the rates specified in the Contractor's current Unit Summary.

3.4.1 No price increases or purchase of items not shown in the Supplemental Item list shall be negotiated or approved by the FDUL or COR.

G.4 RELOCATION FEE

4.1 Each additional setup/takedown of a MFSU, as specified in Section C.2.6 shall be paid at the relocation fee rate specified in Contractor's current Unit Summary. Actual mileage incurred due to the relocation shall be measured by verification of Contractor's written odometer readings and paid at the mileage rate specified in Contractor's current Unit Summary. Beginning and ending odometer readings shall be documented in the remarks block on Form 1276-A, Daily Meal Order/Invoice-Mobile Food Services

G.5 EQUIPMENT - USAGE

5.1 Hand Washing Stations - Payment for partial days shall be made at one-half the daily rate when service is provided for 8 hours or less, on the first or last day of the incident. Any release prior to noon on the last day of service will be paid one-half of the daily rate. If the Contractor's gray water does not get pumped until after twelve noon on the last day, a full-day of usage will be paid.

G.6 MISCELLANEOUS CHARGES AND CREDITS

6.1 Equipment Repair, Supplies and Fuel - Any costs incurred by the Government in repairing the Contractor's equipment and/or providing Government furnished supplies/fuel to the Contractor shall be deducted from payments due to the Contractor on a daily basis on Form 1276-B Daily Meal Order/Invoice (Continuation Sheet) unless payment is paid directly to the fuel Vendor by the Contractor's credit card.

6.2 Lost/Damaged Equipment Or Supplies - The Government shall not be liable for any loss, damage or destruction except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The security of Contractor's equipment is the responsibility of the Contractor.

6.3 Licenses, Fees and Permits - Pursuant to Section H.2, Contractors are responsible for all licenses, fees and permits needed to perform work under this contract. However, when a MFSU is dispatched outside the state of their DDP, the following shall apply:

- 6.3.1 Additional licenses, fees and permits required as a result of being dispatched to an incident outside the state of their DDP, shall be credited on a cost reimbursable basis to payments due the Contractor.
- 6.3.2 Proof of expenditures in the form of copies of receipts for licenses, fees, and permits shall be attached to form 1276-C.
- 6.3.3 Payment shall be limited to those vehicles that comprise the MFSU as specified in the Contractor's current Unit Summary.

6.4 **Sales/Use/Privilege Tax**

DELETED

- 6.5 **Potable Water Testing Fees** - The Contractor shall be responsible for fees associated for potable water testing upon arrival at the incident and once every 30 days for any subsequent testing required due to a positive test result for coliform bacteria. The Government will reimburse the Contractor for testing whenever switching to a different Government provided potable water source or whenever local health authorities or a Government representative request testing more than once every 30 days. The invoice shall clearly document in the remarks block when the Government is reimbursing the Contractor for testing.

G.7 PAYMENT PROCEDURES

- 7.1 All fees for the MFSU such as meal charges, daily usage, relocation, mileage, optional equipment and miscellaneous charges or credits will be documented on Form 1276-A, Daily Meal Order/Invoice, and Form 1276-B, Daily Meal Order/Invoice Continuation Sheet. The Contractor shall certify on the last invoice of an incident that all miscellaneous charges and credits (from Form 1276-B) have been accounted for and documented on Contractor's invoices prior to leaving each incident.
- 7.2 When ordered, additional refrigerated storage space or additional tents and seating shall be documented on Form 1276-B Daily Meal Order/Invoice, (Continuation Sheet) under

Miscellaneous Charges and Credits and paid at the rates specified in the Contractor's current Unit Summary.

- 7.3 Supplemental Item totals shall be documented on Form 1276-A Daily Meal Order/Invoice-Mobile Food Services and Form 1276-B Daily Meal Order/Invoice (Continuation Sheet) and paid at the rates specified in the Contractor's current Unit Summary.
- 7.4 Any additional credits or deductions shall be documented on Form 1276-A Daily Meal Order/ Invoice-Mobile Food Services and Form 1276-B Daily Meal Order/Invoice, (Continuation Sheet) with clear explanations in the remarks blocks.
- 7.5 The Contractor and designated Government representative must print their names and also affix their signatures on Form 1276-A Daily Food Order/Invoice, and 1276-B, Daily Meal Order/Invoice Continuation Sheet. The designated Government representative shall include title, work address and work phone number and the Contractor shall include title and phone number. Invoices not signed by the Contractor and Government representative will not be paid. The CO will designate, in writing, all Government representatives authorized to approve invoices.
- 7.6 The invoices shall be dispersed as follows:
 - 7.6.1 Original - The original of every invoice shall be submitted by the Contractor to the USDA, Forest Service Albuquerque Service Center, Incident Business-Contracts, 101B Sun Avenue NE Albuquerque, NM 87109, for payment.
 - 7.6.2 Gold - The Contractor shall keep the gold copy for their personal records.
 - 7.6.3 Pink - The FDUL shall keep the pink copy for their personal records.
 - 7.6.4 Blue - The blue Fiscal copy shall to be sent to the USDA-Forest Service Albuquerque Service Center, Incident Business Payment Center office by the Government representative for verification of the original invoice submitted by the Contractor.
 - 7.6.5 Green - The Finance Section Chief shall keep the green copy for the incident files.
- 7.7 Payment shall be made upon receipt of proper invoices, and paid in accordance with the Prompt Payment Act (see FAR 52.232-25 (OCT 2003)).
- 7.8 No payment shall be made under this contract for supplies or services not shown and priced in the Contractor's current Unit Summary.

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 POST AWARD CONFERENCE (AGAR 452.215-73)(NOV 1996)

A post award conference with the successful Offeror(s) is required. It will be scheduled after award.

H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7)(NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

H.3 KEY PERSONNEL (AGAR 452.237-74)(FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel for each Unit Offered:

Mobile Food Service Unit Manager, an Alternate Kitchen Manager and a Supervisory Cook for each Mobile Food Service Unit, as Key Personnel. The individual assigned as the Kitchen Manager may simultaneously serve as the Supervisory Cook.

<u>Mobile Food Service Unit No.</u>	<u>Kitchen Manager Assigned</u>	<u>Alternate Kitchen Manager Assigned</u>	<u>Supervisory Cook Assigned</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the

National Mobile Food Services

Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.4 ON-SITE REPRESENTATIVE/EMPLOYEES

The Contractor's on-site Key Personnel and employees who need to address customer requests shall be fully conversant and literate in the English language and shall be in the work area whenever work is in progress.

H.5 WORKMANSHIP

All work under this Contract shall be performed in a safe and professional manner. The Incident Commander may order the release of any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Reference J.7). It will be left to the discretion of the COR to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Contract, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or termination of this Contract.

If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the DDP with a departure time from the Incident Command Post (ICP) no later than 12 hours or another time agreed to with the COR. The Contractor is required to provide such transportation or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner, as agreed with the COR, the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

H.6 INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor or its employees being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual's work performance or, (3) creates an intimidating, hostile, or offensive working environment.

H.7 EMPLOYMENT OF ELIGIBLE WORKERS (FSAR 4G52.222-701)(DEC 1999)

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

The Contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the Contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, Contractors should contact the Employer and Labor Relations Officer of their local INS office.

H.8 COMMERCIAL FILMING OR VIDEOTAPING

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(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): www.arnet.gov/far
www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

- 52.202-1 Definitions (JUL 2004)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.204-4 Printed or Copied Double- Sided on Recycled Paper (AUG 2000)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
- 52.215-2 Audit and Records -- Negotiation (JUN 1999)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.219-9 Small Business Subcontracting Plan (APR 2008) (*Applicable if > \$550,000*) Alternate II (Oct 2001)
- 52.219-14 Limitations on Subcontracting (DEC 1996)
- 52.219-16 Liquidated Damages--Subcontracting Plan (JAN 1999) (*Applicable if > \$500,000*)
- 52.219-28 Post-Award Small Business Program Representation (JUN 2007)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)

- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
- 52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)
- 52.222-50 Combating Trafficking in Persons (AUG 2007)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
- 52.223-5 Pollution Prevention and Right-To-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-1 Payments (APR 1984)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (OCT 2008)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 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 Changes--Fixed-Price (AUG 1987) – Alternate I (APR 1984)
- 52.245-1 Government Property (JUN 2007)
- 52.245-2 Government Property Installation Operation Services (JUN 2007)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.248-1 Value Engineering (FEB 2000)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES:

- 452.236-72 Use of Premises (NOV 1996)
- 452.236-73 Archaeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)
- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7)(APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number—
 - (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on

inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39)(DEC 2004)

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B - Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S.

Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B - Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, 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.

I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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
<u>Cook II</u>	<u>\$17.45</u>
<u>Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook</u>	<u>\$17.45</u>
<u>Laborer</u>	<u>\$11.14</u>

<u>Truck Driver, Light</u>	<u>\$15.35</u>
<u>Truck Driver, Medium</u>	<u>\$15.35</u>
<u>Truck Driver, Heavy</u>	<u>\$17.45</u>
<u>Truck Driver, Tractor-Trailer</u>	<u>\$17.45</u>
<u>Dishwasher</u>	<u>\$11.14</u>
<u>Food Service Worker</u>	<u>\$11.14</u>
<u>Meat Cutter</u>	<u>\$17.45</u>

I.5 EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54)(JAN 2009)

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

“Commercially available off-the-shelf (COTS) item”--

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

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

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

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a

subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

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

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

(b) Enrollment and verification requirements.

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

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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

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

- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--
- (1) Is for -
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)(DEC 2008)

- (a) *Definitions.* As used in this clause—
- “Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)

- (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).
 - (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
 - (v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
 - (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.7 ORDERING (FAR 52.216-18)(OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.8 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995)

- (a) Minimum order. When the Government estimates supplies or services covered by this contract in an amount less than 150 persons per meal period and the headcount is estimated to remain at those numbers, or less, for at least 72 hours from when the headcount first reaches 150 persons per meal, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor
 - (1) Any order for a single incident in excess of twenty-one (21) days.
 - (2) Any order for a combination of incidents in excess of sixty (60) days.
 - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 REQUIREMENTS (FAR 52.216-21)(OCT 1995)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2014.

I.10 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government shall give 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 provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**I.11 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5)
(JAN 1997)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.12 INSURANCE COVERAGE (AGAR 452.228-71)(NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

I.13 GOVERNMENT LIABILITY

The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

The Kitchen Manager is responsible for operating the Mobile Food Service Unit within its operating limits, responsible for safety of their employees and cargo and shall comply with the directions of the Government, except when in his/her judgment such compliance will be a violation of applicable Federal or State regulations. The Kitchen Manager shall refuse any operation considered hazardous or unsafe.

I.14 ECONOMIC PRICE ADJUSTMENTS

Contract price adjustments applicable to each contract option renewal period will be based on increases or decreases in the **12-month cumulative monthly percent changes** to the Food and Beverage, Transportation, and Services indexes for the previous 12 consecutive months found in Table 1 - Consumer Price Index for all Urban Consumers (CPI-U); and the **total percent change** to the Service Occupations index found in the Employment Cost Index (ECI) - Occupational Group.

The calculation of the **12 month cumulative percent change** to the CPI-U Food and Beverage, Transportation and Services indexes, for each renewal option period, will be based on the cumulative monthly percent changes for the preceding fiscal year, October through September. For example, price adjustments for calendar year 2011 will be based on cumulative monthly percent changes from October 2009 through September 2010. The cumulative total of all 12 previously reported monthly Unadjusted percent changes to the current month from the previous month will be used.

The **total percent change** to the Service Occupations index will be obtained from the September Employment Cost Index (ECI) report; of the calendar year immediately prior to the year in which the renewal is effective. For example, price adjustments for calendar year 2011 will be base on the September 2010 ECI report.

(See examples below, CPI-U Food and Beverages = 0.9%, ECI Services = 4.0%)

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group

CPI-U Expenditure category	Relative importance, December 2007	Unadjusted indexes		Unadjusted percent change to July 2008 from—		Seasonally adjusted percent change from—		
		June 2008	July 2008	July 2007	June 2008	Apr. to May	May to June	June to July
		All items	100.000	218.815	219.964	5.6	0.5	0.6
All items (1967=100)	-	655.474	658.915	-	-	-	-	-
Food and beverages	14.914	213.383	215.326	5.8	.9	.3	.7	.9
Food	13.833	213.243	215.299	6.0	1.0	.3	.8	.9
Food at home	7.660	213.171	215.785	7.1	1.2	.3	1.0	1.2

Table 5. Employment Cost Index for total compensation¹, for private industry workers, by occupational group and industry
(Not seasonally adjusted)

Occupational group and industry	Indexes (Dec. 2005 = 100)			Percent changes for—					
	Sep. 2006	June 2007	Sep. 2007	3-months ended—			12-months ended—		
				Sep. 2006	June 2007	Sep. 2007	Sep. 2006	June 2007	Sep. 2007
Private industry workers									
All workers	102.5	104.9	105.7	0.8	0.9	0.8	3.0	3.1	3.1
Excluding incentive paid occupations ²	102.5	105.0	105.8	.8	1.0	.8	-	3.2	3.2
Occupational group									
Service occupations	102.3	105.2	106.4	.8	.7	1.1	2.8	3.6	4.0
Industry and occupational group									

The newly adjusted prices will become effective January 1 of each option renewal period, using the following formulas:

- (a) The Breakfast, Cold Can Breakfast, Sack Lunch, Dinner, Supplemental Foods/Beverages prices will be adjusted as follows:

85% of the current meal price multiplied by the **12 month cumulative percent change** in the CPI-U Food and Beverages index, plus,

15% of the current meal price multiplied by the **total percent change** in the ECI-Occupational Group, Service Occupations index.

For example: If the **12 month cumulative percent change** to CPI-U for Food & Beverages index = 1.9%; and the **total percent change** in the ECI-Occupational Group for Service Occupations index = 3.1% with a hypothetical current meal price of \$15.00.

$$(\$15.00 \times 85\%) \times 0.019 = \$0.24$$

$$(\$15.00 \times 15\%) \times 0.031 = \$0.07$$

$$\$0.31 \text{ New adjusted rate: } \$15.00 + \$0.31 = \$15.31$$

- (b) The Mileage price will be adjusted as follows:

100% of the current mileage price multiplied by the **12 month cumulative percent change** in the CPI-U for the Transportation index.

For example: If the **12 month cumulative percent change** to the CPI-U Transportation index = 4.2% with a hypothetical current mileage rate of \$15.00.
 $(\$15.00) \times 0.042 = \0.63 New adjusted rate: $\$15.00 + \$0.63 = \$15.63$

- (c) The rates paid for Handwashing Units, Additional Tents/Seating and Optional Refrigeration Storage Space will be adjusted as follows:

90% of the current usage price multiplied by the **12 month cumulative percent change** in the CPI-U Commodity and Service Group – Services index, plus,

10% of the current usage price multiplied by the **total percent change** in the ECI-Occupational Group, Service Occupations index.

For example: If the **12 month cumulative percent change** to the CPI-U, Commodity and Service Group, Services index = 2.9%; and the **total percent change** to the ECI-Occupational Group for Service Occupations index = 3.1% with a hypothetical current usage rate of \$780.00.

$$(\$780.00 \times 90\%) \times 0.029 = \$20.36$$

$$(\$780.00 \times 10\%) \times 0.031 = \underline{\$ 2.40}$$

$$\$22.76$$

$$\text{New adjusted rate: } \$780.00 + \$22.76 = \$802.76$$

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (AGAR 452.252-70)(FEB 1988)

- J.1 List of Attachments
- J.2 Mobile Food & Shower Service Request Form
- J.3 Interagency Mobile Food Services Performance Evaluation (Form 1276-E)
- J.4 Wage Rate Determinations
- J.5 Sample Contractor Menus
- J.6 NWCG Potable Water Standards
- J.6A Supplemental Potable Water Standards for other than Potable Water Trucks in which NWCG Standards J.6 apply
- J.7 Harassment Free Workplace Policy
- J.8 Daily Meal Order/Invoice-Mobile Food Services (Form 1276-A)
- J.9 Daily Meal Order/Invoice-Mobile Food Services, Continuation Sheet (Form 1276-B)
- J.10 Definitions
- J.11 Mobile Food Service Unit Inspection Form

J.2 MOBILE FOOD & SHOWER SERVICE REQUEST FORM

Incident Name: _____ Financial Code: _____

Resource Order #: _____ Food Service Request E #: _____

Shower Unit Request E #: _____

I. FOOD SERVICE: Requested Date, Time, Meal Types, and Number of Meals

1. Date of first meal: _____ Time of first meal: _____

2. Estimated number for the first three meals:

1st meal: _____ [] Hot Breakfast [] Sack Lunch [] Dinner

2nd meal: _____ [] Hot Breakfast [] Sack Lunch [] Dinner

3rd meal: _____ [] Hot Breakfast [] Sack Lunch [] Dinner

<u>This Block for National Interagency Coordination Center Use Only</u>			
Actual agreed upon Date/Time first meals are to be served: Date: _____ Time: _____			
(Minimum guaranteed payment is based on these estimates, see Section G.2.2):			
1 st meal: _____	[] Hot Breakfast	[] Sack Lunches	[] Dinner
2 nd meal: _____	[] Hot Breakfast	[] Sack Lunches	[] Dinner
3 rd meal: _____	[] Hot Breakfast	[] Sack Lunches	[] Dinner

II. Location

Reporting location: _____

Contact person at the Incident: _____

III. Additional Information

Spike Camps: Yes _____ No _____ Unknown _____

Estimated Duration of Incident _____ Estimated Personnel at Peak _____

Dispatch Contact: _____ Telephone Number: _____

IV. SHOWER SERVICE: Requested date and Time Mobile Shower Unit is needed

Date Requested: _____ Time Requested: _____

Mobile Shower Unit type ordered: Large (12+ stalls) [] Small (4-11 stalls) []

<u>This Block for National Interagency Coordination Center Use Only</u>	
Actual agreed upon Date/Time Mobile Shower Unit to be operational: Date: _____ Time: _____	

J.3 INTERAGENCY MOBILE FOOD SERVICES PERFORMANCE EVALUATION
(Reference: FAR 42.15)

Contractor: _____		Contract No: _____
Unit No: _____		Incident Name: _____
		Inclusive Dates: _____
<p>Ratings: Summarize Contractor performance and circle in the column on the right the number that corresponds to the performance rating for each rating category. The rating official must provide comments supporting each numerical rating assigned.</p>		
Quality of Services	Comments:	0
		1
		2
		3
		4
		5
Equipment	Comments:	0
		1
		2
		3
		4
		5
Timeliness of Performance	Comments:	0
		1
		2
		3
		4
		5
Business Relations: Working With Government and Other Contractors	Comments:	0
		1
		2
		3
		4
		5

Form 1276-E (01/2010)

**J.3 INTERAGENCY MOBILE FOOD SERVICES PERFORMANCE EVALUATION –
(CONTINUATION SHEET)**

Key Personnel Performance: Name:	Comments:
Name:	Comments:
Name:	Comments:
Would you select this Contractor again, given the choice? Explain.	
Rating Official Name/Title: _____	
Signature: _____ Phone Number: _____	
Date: _____ E-Mail Address: _____	
Contractor Representative Name/Title: _____	
Signature: _____ Phone Number: _____	
Date: _____	

Form 1276-H (01/2010)

Any Contractor comments regarding this performance evaluation must be submitted, in writing, to the Contracting Officer within 30 days of receipt by the Contractor's Representative.

ORIGINAL – CONTRACTING OFFICER, NIFC; COPY 1 – MFSU; COPY 2 - CONTRACTOR; COPY 3 – FDUL; COPY 4 – USING AGENCY

CONTRACTOR PERFORMANCE EVALUATION GUIDELINES

Use the following table as a guideline to complete the Contractor Performance Evaluation Form.

	Quality of Services	Equipment	Timeliness of Performance	Business Relations
Rating	-Compliance with contract requirements. -Adhered to Quality Control Plan. -Accuracy of reports. -Notification of problems.	-Compliance with contract specifications. -Sanitary and well maintained.	-Met agreed upon date and time to report to the incident. -Equipment repairs are completed in a timely manner. -Water tests are completed in a timely manner.	-Effective Management. -Businesslike correspondence. -Cooperative/flexible/professional. -Responsive to contract requirements. -Ability to work with other Contractor's assigned to the incident.
0 Unsatisfactory	Non-conformance's are compromising the achievement of contract requirements, despite use of Agency resources.	Equipment issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements, despite use of Agency Resources.	Response to inquiries, technical, service, administrative issues is not effective and responsive. Unable to work with other Contractor's compromising performance of contract requirements.
1 Poor	Non-conformance's require major Agency resources to ensure achievement of contract requirements.	Equipment issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues are marginally effective and responsive. Inability to work with other Contractor's requires major Agency resources to ensure contract performance.
2 Fair	Non-conformance's require minor Agency resources to ensure achievement of contract requirements.	Equipment issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues are somewhat effective and responsive. Inability to work with other Contractor's requires minor Agency resources to ensure contract performance.
3 Good	Non-conformance's do not impact achievement of contract requirements.	Equipment issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical/service/administrative issues are usually effective and responsive. Inability to work with other Contractor's does not impact contract performance.
4 Excellent	There are no quality problems.	There are no equipment issues.	There are no delays.	Response to inquiries, technical/service/administrative issues are effective and responsive. There are no issues in working with the Government and other Contractor's.
5 Outstanding	The contractor has demonstrated an Outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".			

J.4 WAGE RATE DETERMINATIONS

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Shirley F. Ebbesen   Division of Wage
Director             Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No: 1995-0221
Revision No: 19
Date Of Revision: 06/12/2008
*****

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NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.
Alaska: Entire state.
Hawaii: Entire state.
Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,
Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin
Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, Vermont
Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida,
Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,
South Carolina, Tennessee, Texas, Virginia, West Virginia
Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New
Mexico, Oregon, Utah, Washington, Wyoming

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
05000 - Automotive Service Occupations	
05190 - Motor Vehicle Mechanic	
Alaska	24.78
Hawaii	16.47
Midwestern Region	19.57
Northeast Region	18.37
Southern Region	17.11
Western Region	19.79
05220 - Motor Vehicle Mechanic Helper	
Alaska	17.93
Hawaii	12.68
Midwestern Region	12.69
Northeast Region	14.30
Southern Region	11.04
Western Region	13.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	14.89
Hawaii	14.87
Midwestern Region	12.48
Northeast Region	14.16

	Southern Region	10.19
	Western Region	15.55
07041	- Cook I	
	Alaska	12.82
	Hawaii	12.52
	Midwestern Region	9.17
	Northeast Region	11.45
	Southern Region	8.74
	Western Region	10.46
07042	- Cook II	
	Alaska	14.72
	Hawaii	13.98
	Midwestern Region	10.33
	Northeast Region	12.90
	Southern Region	9.85
	Western Region	11.78
07070	- Dishwasher	
	Alaska	10.99
	Hawaii	12.05
	Midwestern Region	7.43
	Northeast Region	7.96
	Southern Region	7.73
	Western Region	8.01
07130	- Food Service Worker	
	Alaska	11.20
	Hawaii	11.14
	Midwestern Region	8.76
	Northeast Region	10.51
	Southern Region	8.31
	Western Region	9.12
07210	- Meat Cutter	
	Alaska	18.27
	Hawaii	17.75
	Midwestern Region	15.39
	Northeast Region	17.93
	Southern Region	12.83
	Western Region	16.81
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	
	Alaska	20.59
	Hawaii	16.04
	Midwestern Region	14.79
	Northeast Region	14.46
	Southern Region	12.23
	Western Region	15.82
21150	- Stock Clerk	
	Alaska	13.30
	Hawaii	10.49
	Midwestern Region	11.75
	Northeast Region	11.57
	Southern Region	11.25
	Western Region	11.90
23000	- Mechanics And Maintenance And Repair Occupations	
23160	- Electrician, Maintenance	
	Alaska	29.46

	Hawaii	25.39
	Midwestern Region	22.12
	Northeast Region	23.71
	Southern Region	18.91
	Western Region	22.58
23440	- Heavy Equipment Operator	
	Alaska	24.10
	Hawaii	17.15
	Midwestern Region	19.57
	Northeast Region	18.37
	Southern Region	17.11
	Western Region	19.79
23470	- Laborer	
	Alaska	14.63
	Hawaii	14.19
	Midwestern Region	11.90
	Northeast Region	12.01
	Southern Region	9.68
	Western Region	11.24
23530	- Machinery Maintenance Mechanic	
	Alaska	27.50
	Hawaii	27.13
	Midwestern Region	16.96
	Northeast Region	17.74
	Southern Region	13.43
	Western Region	16.82
23580	- Maintenance Trades Helper	
	Alaska	20.10
	Hawaii	15.51
	Midwestern Region	15.97
	Northeast Region	14.91
	Southern Region	13.42
	Western Region	13.85
27000	- Protective Service Occupations	
27070	- Firefighter	
	Alaska	11.14
	Hawaii	9.08
	Midwestern Region	6.96
	Northeast Region	7.66
	Southern Region	7.02
	Western Region	7.66
31000	- Transportation/Mobile Equipment Operation Occupations	
31030	- Bus Driver	
	Alaska	20.22
	Hawaii	13.13
	Midwestern Region: 1 1/2 to 4 tons	16.66
	Midwestern Region: over 4 tons	17.42
	Midwestern Region: under 1 1/2 tons	12.47
	Northeast Region: 1 1/2 to 4 tons	17.08
	Northeast Region: over 4 tons	17.83
	Northeast Region: under 1 1/2 tons	13.25
	Southern Region: 1 1/2 to 4 tons	15.23
	Southern Region: over 4 tons	15.78
	Southern Region: under 1 1/2 tons	8.48
	Western Region: 1 1/2 to 4 tons	15.69

	Western Region: over 4 tons	16.13
	Western Region: under 1 1/2 tons	9.88
31361	- Truckdriver, Light	
	Alaska	18.93
	Hawaii	10.35
	Midwestern Region	12.47
	Northeast Region	13.25
	Southern Region	8.48
	Western Region	9.88
31362	- Truckdriver, Medium	
	Alaska	20.50
	Hawaii	13.12
	Midwestern Region	16.66
	Northeast Region	17.08
	Southern Region	15.17
	Western Region	15.69
31363	- Truckdriver, Heavy	
	Alaska	21.66
	Hawaii	14.32
	Midwestern Region	17.42
	Northeast Region	17.83
	Southern Region	15.78
	Western Region	16.72
31364	- Truckdriver, Tractor-Trailer	
	Alaska	22.81
	Hawaii	14.51
	Midwestern Region	20.72
	Northeast Region	17.95
	Southern Region	16.59
	Western Region	17.07
47000	- Water Transportation Occupations	
47021	- Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
	Alaska	14.72
	Hawaii	13.98
	Midwestern Region	10.33
	Northeast Region	12.90
	Southern Region	9.85
	Western Region	11.78
92000	- Non Standard Occupations	
(not set)	- Chief Cook	
	Alaska	19.57
	Hawaii	23.45
	Midwestern Region	17.25
	Northeast Region	20.87
	Southern Region	15.80
	Western Region	19.21
99000	- Miscellaneous Occupations	
99730	- Refuse Collector	
	Alaska	10.80
	Hawaii	9.99
	Midwestern Region	9.24
	Northeast Region	10.55
	Southern Region	6.99
	Western Region	8.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.37 per hour, or \$54.80 per week, or \$237.47 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.24 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

J.5 SAMPLE CONTRACTOR MENUS

(For Advance Approval by FDUL)

SERVING DATES _____ **CONTRACTOR/UNIT** _____ **FIRE INCIDENT** _____

HOT AND HOT CAN BREAKFASTS	DATE:—	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:—	APPROVED		SERVED	
								YES	NO	YES	NO
EGGS, fresh or liquid											
MEAT, Four (4) oz. Raw Weight Type: Fresh OR Frozen OR Precooked											
BREAD, Three (3) OR Equivalent AND Potatoes, 6 oz. OR Hot Cakes AND Potatoes, 6 oz. OR French Toast AND Potatoes, 6 oz. OR Waffles AND Potatoes, 6 oz. All "Equivalents" Shall Be Equal to Three (3) Breads											
MILK, ½ Pint Whole, 2%, Skim, White and/or Chocolate											
FRUIT, Fresh OR Canned AND 100% Juice, 5 ½ oz.											
CEREAL, Cooked, 6 oz.											

PROPOSED BY _____ **DATE** _____ **APPROVED BY** _____ **DATE** _____
Kitchen Manager *Food Unit Leader*

- All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.
- This form does not constitute an order for meals. It verifies **ONLY advance agreement on**, and **approval of** the Contractor's menu items.

J.5 SAMPLE CONTRACTOR MENUS

(For Advance Approval by FDUL)

SERVING DATES _____ **CONTRACTOR/UNIT** _____ **FIRE INCIDENT** _____

COLD CAN BREAKFASTS	DATE: _____	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
CEREAL, Dry-Cold, Two (2), ¾ oz.											
100% JUICE, One (1), 5 ½ oz.											
MUFFINS OR Equivalent Equal to Three (3), 1 to 1 ½ oz. Slices of Bread											
MILK, ½ Pint Whole, 2%, Skim White and/or Chocolate											
FRUIT, Fresh OR Canned 5 ½ oz. OR Dried, 2 oz.											
Breakfast Protein Item, Minimum 4 oz.											

PROPOSED BY _____ **DATE** _____ **APPROVED BY** _____ **DATE** _____
Kitchen Manager *Food Unit Leader*

- All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.
- This form does not constitute an order for meals. It verifies **ONLY advance agreement on**, and **approval of** the Contractor's menu items.

J.5 SAMPLE CONTRACTOR MENUS

(For Advance Approval by FDUL)

SERVING DATES _____ **CONTRACTOR/UNIT** _____ **FIRE INCIDENT** _____

HOT AND HOT CAN DINNERS	_____	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	YES	NO	YES	NO
	DATE:										
ENTREE 1-Meat Type:											
ENTRÉE 2-Non Meat, 4 oz.											
VEGETABLES, 4 oz.											
POTATOES OR Substitute, 6 oz.											
BREAD, Two (2) slices, 1 to 1 ½ oz.											
MILK, ½ Pint Whole, 2%, Skim White and/or Chocolate											
DESSERT, 4 oz.											
SALAD FOR HOT CAN, Two (2) types One (1) tossed green AND One (1) prepared.											
SALAD BAR, Five (5) Toppings AND One (1) Tossed Green Salad AND Two (2) Prepared Salads AND One (1) Fruit Salad											

PROPOSED BY _____ **DATE** _____ **APPROVED BY** _____ **DATE** _____
Kitchen Manager *Food Unit Leader*

- All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.
- This form does not constitute an order for meals. It verifies **ONLY advance agreement on, and approval of** the Contractor's menu items.

J.5 SAMPLE CONTRACTOR MENUS

(For Advance Approval by FDUL)

SERVING DATES _____ **CONTRACTOR/UNIT** _____ **FIRE INCIDENT** _____

SACK LUNCHES -- REGULAR	DATE:—	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:—	APPROVED		SERVED	
								YES	NO	YES	NO
Entree 1-Meat Sandwich Type of Meat/Bread:											
Entree 2-Variety Item, 400 cal and 5 ½ oz Energy Bars OR Second Regular Sandwich OR Super Sized Hoagie Type of Meat/Bread:											
CONDIMENTS, Four (4) for Entrees OR Sandwiches											
FRUIT, Fresh											
FRUIT, Dried, 200 calories and total combined weight 3 oz.											
Factory Wrapped Snacks - Two (2), 600 calories and total combined weight 6 oz.											
Disposable Eating Utensils, as appropriate											
Paper Napkin, Two (2) AND Pre-Moistened Towelettes, Two (2)											

PROPOSED BY _____ **DATE** _____ **APPROVED BY** _____ **DATE** _____

Kitchen Manager

Food Unit Leader

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on**, and **approval of** the Contractor's menu items.

J.5 SAMPLE CONTRACTOR MENUS

(For Advance Approval by FDUL)

SERVING DATES _____ **CONTRACTOR/UNIT** _____ **FIRE INCIDENT** _____

SACK LUNCHES -- VEGETARIAN	DATE:—	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:—	APPROVED		SERVED	
								YES	NO	YES	NO
Entree 1-Vegetarian Sandwich Type of Protein/Bread:											
Entree 2-Variety Item, 400 cal and 5 ½ oz Energy Bars OR Second Regular Sandwich OR Super Sized Hoagie Type of Protein/Bread:											
CONDIMENTS, Four (4) for Entrees OR Sandwiches											
FRUIT, Fresh											
FRUIT, Dried - 200 calories and total combined weight 3 oz.											
Factory Wrapped Snacks - Two (2), 600 calories and total combined weight 6 oz.											
Disposable Eating Utensils, as appropriate											
Paper Napkin, Two (2) AND Pre-Moistened Towelettes, Two (2)											

PROPOSED BY _____ **DATE** _____ **APPROVED BY** _____ **DATE** _____
Kitchen Manager *Food Unit Leader*

- All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.
- This form does not constitute an order for meals. It verifies **ONLY advance agreement on**, and **approval of** the Contractor's menu items.

J.6 POTABLE WATER STANDARDS

NWCG POTABLE WATER TANK SPECIFICATION (Revised 10/2007)

Equipment Requirements

Potable water tanks shall be:

- (a) Used exclusively for drinking water. Do not use containers for any non-food products. The potable water system, including filling hose and lines, pumps, tanks, and distributing pipes, shall be separate and distinct from other water systems. Do not use containers that have ever been previously used for gray water, toxic or bio-hazardous substances. (Reference: Code of Federal Regulations, Title 21, Section 129.40)
- (b) Clearly and conspicuously labeled with the words “POTABLE” or “FOR DRINKING WATER USE ONLY” on both sides of the tank in lettering at least 4 inches in height. The capacity of the tank (in gallons) displayed on both sides of the tank or on both cab doors in lettering at least 2 inches in height. Name and address of Contractor shall appear on both sides of the tank or on both truck cab doors in lettering at least 2 inches in height. A seal or sticker provided by the State or local authority shall be affixed to the upper left quarter of the rear of the tank or other location if specified by the issuing agency and shall be visible at all times indicating that the tank has been inspected, certified and found to be in compliance with State requirements. If stickers are not provided by a State, a copy of the certificate or label shall be kept in the transport vehicle at all times. An annual inspection and certification of the tank by the local health authority is required. In addition, the carrier shall meet all laws and regulations for hauling on public roads. If the tank is part of the transport vehicle, then both the tank and vehicle shall meet State requirements, and the appropriate inspection and certification will be maintained for the vehicle. If the State does not do certification, then the hiring agency will be responsible for inspecting and ensuring the tank meets the requirements.
- (c) 200 gallons capacity or greater and be made of non-toxic, non-corrodible/non absorbent materials or coated with non-toxic coatings National Safety Foundation (NSF) International Standard 61 that can be adequately cleaned and sanitized. Examples are stainless steel, food contact plastics (polyethylene), and food contact epoxy coatings. Surfaces that come in contact with water shall be smooth, without pits, dents, or crimps that may hold contaminating matter and welds shall be of non-corrosive material.

Tank Construction

Tanks shall be constructed to the following requirements at a minimum and meet all State requirements for certification compliance if the State has these established:

Openings: Hatches and other openings shall be completely covered and sealed with tight fitting coverings, permanently mounted food-grade gaskets, and security locks. Water inlets and outlets

shall be equipped with threaded or clamped caps, tethered to the ports with chain or cable. Inlet and outlet caps shall be in place on all fittings except when water is being discharged or loaded.

Tank vents: Vents will be designed to prevent water contamination. Tanks shall be vented by a downward facing, or otherwise protected vent opening of a sufficient size to allow air to replace water as it is discharged. This opening shall be protected by an appropriate screen as required in the state that certifies the equipment. If a State does not certify the equipment, the screen shall be made from non-toxic, non-absorbent material at a minimum.

Drain: Each potable water tank shall provide a means of drainage and, if it is equipped with a manhole, overflow, vent, or a device for measuring depth of water, provision shall be made to prevent entrance into the tank of any contaminating substance. No deck or sanitary drain or pipe carrying non-potable water or liquid shall be permitted to pass through the tank. A bottom drain shall be provided to facilitate complete discharge of water during sanitation procedures.

Tank Filling Mechanisms

There shall be no backflow or cross connection between potable water systems and any other systems. Pipes and fittings conveying potable water to any fixture, apparatus, or equipment shall be installed in such a way to prevent backflow. Waste pipes from any part of the potable water system, including treatment devices, discharging to a drain, shall be suitably protected against backflow. Either of the following methods may be used:

- (1) An approved backflow prevention device complying with Uniform Plumbing Codes 603.3.1, 2, 3, 4, 5 and 8 such as acceptable double check valves on the direct filling connection to the tank. No connections shall be located between the tank and the check valve.
- (2) Overhead filling through a hatch opening at the top of the tank; the filling spout must not be allowed to intrude into the tank further than two diameters of the filling pipe above the highest water level that is possible when the tank is filled. If an overhead filler pipe is mounted on the vehicle, when not being used for filling, this pipe shall be capped at each end with threaded or clamped caps, and tethered to the fittings at the ends of the filler pipe.

Sanitary techniques must be observed in the water transfer operation. Care must be exercised to prevent foreign materials from entering the water. Since contamination could be present on the exterior surfaces of hoses or pipes, they must never be submerged in a receiving vessel.

Adequate cleaning and sanitizing procedures shall be used on hauling vehicle(s) and associated equipment at the following times:

- (1) When the equipment is placed into service, or when it has been unused and stored in a sealed condition for a period of 4 weeks or more.

- (2) When the filled or empty tank has been exposed by open or unsealed cover caps or fittings to any condition of possible contamination of the tank or contents, including contact with dust, smoke, rain, or chemical substances.
- (3) When any fault or defect becomes apparent in the seals, vents, hatch doors, welds, valves, pipes, pumps, hoses or other equipment that may contaminate the water.
- (4) When bacterial analysis of the water indicates presence of coliform bacteria.

Pumps

Only water transfer pumps which can be readily disassembled to demonstrate the condition of the impeller and impeller chamber shall be used. Internal pump water contact surfaces, including seals, bearing, and lubricants must be constructed from food grade materials and must be smooth, non-porous, and corrosion resistant and use acceptable food grade lubricants.

Hoses

Hoses shall have a smooth interior surface made of food-grade standard materials or materials meeting NSF International Standard 61. Pumps, hoses, fittings, valves and similar equipment shall be made of food-grade materials or materials meeting NSF International Standard 61 and shall be kept clean, disinfected and operated or handled in a manner that prevents contamination and capped or closed when not in use. Hoses shall be marked/labeled "potable water" and the use of galvanized pipes or fittings is prohibited. The ends of all hoses shall be provided with threaded or clamped caps. Such caps shall be in place when hoses are not in use. Hoses in storage compartments must also be capped.

Operational Requirements and Bacterial Testing

Hauled water is vulnerable to increased handling, diversity of source, variability in hauling equipment, and shall not be stored in the vehicle for a period greater than one week. All hauling equipment must be clean and in good condition. In addition, all water-contact surfaces in hauling and storage facilities shall be disinfected prior to use.

All equipment surfaces intended for potable water contact, including source fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to effect and maintain sanitation of such surfaces. Procedures to be used are listed in Title 21, Code of Federal Regulations, Part 129.80. Disinfection needs to occur before being put in service, or when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled. Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries. When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected. After 24 hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water. Written procedures for equipment cleaning and sanitizing shall be maintained by the Contractor and shall

be kept with the hauling vehicle at all times. These procedures shall include the names, amounts, and contact times of cleaning and sanitizing agents to be used. The frequency of equipment cleaning and sanitizing must be tracked in a log to be kept with the vehicle at all times. A copy of the Contractor's equipment cleaning and sanitizing procedures log shall be provided to the Contracting Officer or designated Government Representative upon request.

At a minimum or when required by the local jurisdiction or State Law one microbiological test for total coliform shall be performed within 2 established business days of the time of arrival at the incident at a certified laboratory. Sampling by the contractor must be performed to industry standards and to the standards required by the designated laboratory. Where State-specific requirements have not been established, laboratory coliform test data must show that the water contains coliforms of less than 2.2 Most Probable Numbers (MPN)/100 ml (or "absence" if the presence/absence test is used). In addition, a test shall be performed on the first water load following any of the required sanitation procedures, whenever switching to a different water source and/or at least once every 30 days during months when water hauling is performed, and/or whenever such analysis is requested by state or local health authorities or Government representative. If the presence/absence (P&A) test for the coliform analysis is used, then only negative (absence) results are acceptable. If a sample tests positive (presence), the Contractor shall take out of service, investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. If the test data shows that the water contains more than 2.2 MPN/100 ml, the Contractor shall immediately take out of service; investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. The Contractor shall not haul water until the test shows that the water contains total coliform of less than 2.2 MPN/100 ml. Copies of the results of such tests shall be submitted to the Contracting Officer at the address indicated on the agreement or contract within seven calendar days after the end of the incident assignment. Test results shall clearly identify Contractor's name, address, and contract or agreement number on the report. Original laboratory test results shall be maintained by the Contractor and kept for at least 2 years pursuant to Title 21, Code of Federal Regulations, Part 129.80. Failure to comply with this requirement may result in the immediate cancellation or suspension of the Emergency Equipment Rental Agreement or contract for the current year. The Incident commander or designated Government Representative at the Incident with concurrence of the Contracting Officer will determine if/when the Contractor will be available for service.

Tank shall arrive empty for inspection.

Chlorine Residual: Contractors shall maintain a free chlorine residual level of 0.2 parts per million (ppm) up to 1.0 ppm at all times (1/3 cup of bleach that meets NSF standards to 1000 gallons water may achieve 1.0 ppm chlorine residual level). When residual levels drop below required levels the load shall be dumped and tank refilled.

Contractors shall have chlorine residual test kits available at all times and test for free chlorine residual levels when:

- (1) Loading drinking water for transport,

- (2) After adding any disinfectant, if the addition of disinfectant is necessary;
- (3) When unloading; and
- (4) Every 24 hours the water is in use (provide with daily use documentation).

Maintain records of activities on board the vehicle showing water source location, dates, and times of loading, unloading, chlorine residual test results, cleaning/sanitizing, and other operational items as deemed necessary. Copies of bacterial analysis test results and all agreements, contracts, licenses, etc. shall be maintained on board the vehicle at all times. Contractor will provide copies of these records to the Incident Commander or designated Government Representative.

Failure of the contractor to perform the required testing at the times specified is grounds for immediate termination of an agreement/contract.

Water Sources

The host incident unit will designate the water source.

Use only potable water from a permitted private or public (municipal or community system) drinking water supply. Filling must be accomplished using acceptable source water under pressure. Drafting of surface water is not allowed under any circumstances. The cost, if any, will be paid by the Government directly or by reimbursement to the potable water truck contractor. A copy of the billing statement from the owner of the water source to the contractor must be submitted to the Government if a contractor requests reimbursement.

Government or Contracting Agency Testing

The Government or contracting agency may, at its option, perform random testing. The contractor shall provide reasonable access to all potable water tanks and apparatuses to the Government or contracting agency.

J.6A SUPPLEMENTAL POTABLE WATER STANDARDS FOR OTHER THAN POTABLE WATER TRUCKS IN WHICH NWCG STANDARDS J.6 APPLY

The Contactor shall perform and comply with all the provisions listed herein. Only properly constructed and fitted equipment dedicated for potable water shall be approved and used.

1. Equipment Requirements

A. General Requirements

(Reference: Code of Federal Regulations, Title 21, Part 129.40):

All potable water contact equipment shall be suitable for its intended use and shall meet NWCG (Refer to Section J Exhibit J.6) standards including tanks, surfaces, hoses, pumps, valves, fittings, and lubricants.

2. Other Equipment

Acceptable

Piping and Fittings: Food-grade plastic or acceptable metal (brass, aluminum, stainless steel, copper).

Canteen Filling Equipment: Must have effective backflow prevention (check valves), and dispensing spouts or hose bibs.

Miscellaneous Equipment: Potable water heaters, boilers, pressure tanks, and other equipment for operation of shower and kitchen units.

Unacceptable

Corrodible steel, galvanized pipe or black pipe.

Spray bars, fire hoses and nozzles, surface-water drafting equipment.

J.7 HARASSMENT FREE WORKPLACE POLICY

POLICY: The National policy states: The Government will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Government strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our Contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, Contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACTION REQUIRED: Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

LOCATIONS COVERED: The Contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, Government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

WHAT HARASSMENT IS: Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures. Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

Tell the harasser to stop the offensive conduct; and/or

Tell a manager or supervisor about the conduct; and/or

Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from: Civil Rights Enforcement and Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

J.8 DAILY MEAL ORDER/INVOICE – MOBILE FOOD SERVICES

DAILY MEAL ORDER/INVOICE MOBILE FOOD SERVICES		1. Contract Number		2. Invoice Date / /		3. Mobile Food Service Unit ID No.		4. Invoice No.	
		5. Incident Name		6. Job Code		7. Resource Order No. / Request No.		8. Benefiting Unit, Region / Agency	
9. Paying Unit Attn: Incident Business - Contracts Albuquerque Service Center 101B Sun Avenue NE Albuquerque, NM 87109		10. Contractor Name and Address							
11. Meal Period	Time to be Served	12. Meals Ordered and Time Ordered	13. Meals Served and Actual Time Meals Served	14. Number of Meals for Payment Purpose 90 % or Number Actually Served Whichever is Greater		15. Price Per Meal		16. Totals	
Breakfast				Breakfast		\$		\$	
Cold Can Breakfast				Cold Can Breakfast		\$		\$	
Sack Lunch				Sack Lunch		\$		\$	
Dinner				Dinner		\$		\$	
17. SUB-TOTAL FOR MEALS								\$	
18. MINIMUM GUARANTEE (See Section G 2.2.5)								\$ 12,000.00	

19. Unit ID Numbers		20. Location for Mileage (List Actual City Name)		21. Mileage		22. Mileage, Relocation, & Hand Wash Fees		23. Totals	
				No. of Miles	Price per Mile	Unit No.	Price/Fee		
Kitchen Unit (MFSU)		From:			\$		\$	Mileage	\$
Hand Wash Station		To:					\$	Relocation Fee	\$
							\$	Hand Wash Usage Fee	\$
24. SUPPLEMENTAL ITEMS (total from 1276-B)								\$	
25. MISCELLANEOUS CHARGES AND CREDITS (total from 1276-B)								\$	
26. SUB-TOTAL FOR MILEAGE, RELOCATION FEE, HANDWASH SINKS, SUPPLEMENTAL ITEMS, MISCELLANEOUS CHARGES AND CREDITS								\$	
Compare amounts for Items 17 and 18. Excluding first and last day of the assignment add the larger of these two amounts to the Sub-Total in Item 26 and enter the result in Item 27. Total Invoice Amount.									
27. TOTAL INVOICE AMOUNT								\$	

28. REMARKS	
29. I certify that the above mentioned services have been received (Government Representative)	30. I certify that this bill is correct and payment has not been received (Contractor Representative)
Name (print and sign), Title, Work Address & Phone No.	Name (print and sign), Title & Phone No.

J.9 DAILY MEAL ORDER/INVOICE – MOBILE FOOD SERVICES
(CONTINUATION SHEET)

31. SUPPLEMENTAL ITEMS								
Date Ordered	Food Unit Leader			Contractor		Invoice No.		
Item	Unit	Units Ordered	Units Received	Date Received & Initials	Unit Price	Extended Price		
Beverages								
Bottled Sports Type Drink, i.e. Gatorade®, etc.	ounce					\$	\$	
Brewed Coffee (outside of incident dining area)	gallon					\$	\$	
Hot Chocolate (outside of incident dining area)	gallon					\$	\$	
Tea, Iced or Hot (outside of incident dining area)	gallon					\$	\$	
Bottled Water (commercially available)	ounce					\$	\$	
Ice	pound					\$	\$	
Ground Coffee	pound					\$	\$	
Other Food Items								
Sandwiches - Meat	each					\$	\$	
Sandwich - Non-Meat	each					\$	\$	
Soup	gallon							
Refrigeration Storage Space and Additional Tents and Seating								
Additional Refrigeration Storage Space	Rate/ Cu Ft. (F ³)					\$	\$	
Additional Tents & Seating	Rate/ 60 Persons					\$	\$	
TOTAL:							\$	\$

32. MISCELLANEOUS CHARGES AND CREDITS		
<u>Item</u>	<u>Description</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL:		\$ _____

33. REMARKS

34. I certify that the above charges and/or credits are correct.

Government Representative Sign and Date	Contractor Representative Sign and date
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J.10 DEFINITIONS

Bio-Based Products. A renewable product, made from plant or animal material that breaks down easily in the environment.

Bio-Preferred Products. Implemented through The Farm Security and Rural Investment Act (FSRIA) of 2002 and includes two provisions that helped launch Bio-Preferred. The provisions included: 1) a mandate to the U.S. Department of Agriculture to develop and implement a comprehensive program for designating Bio-Based products and 2) a directive to all federal agencies to increase their purchase and use of "preferred" products

Bladder Bags. A Potable or Gray Water storage container constructed of sturdy blue or gray 30-oz. polyester fabric-based membrane with a PVC coating.

Company's Headquarters. The Company's regular operating physical address. The address listed by each Offeror in block 15A on Standard Form 33.

Contracting Officer (CO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR). The on-site contract administrator for the Contracting Officer. The duties and responsibilities of the COR are defined in the written letter of designation issued by the Contracting Officer.

Contractor's Safety Plan. Actions specified by a Contractor to ensure employees and public safety while at an incident. The method the Contractor uses to adhere to Occupational Safety and Health Administration and to Work/Rest ratio and length of assignment guidelines.

Contractor's Unit Summary. Contains Contractors equipment and pricing information that was provided in Section B-Schedule of Items.

Contractor's Quality Control Plan. Actions specified by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Designated Dispatch Point (DDP). This is the address where the unit must be physically located, and dispatched from, during the Mandatory Availability Period.

Economic Price Adjustment (EPA). Contract price adjustments applicable to each contract option renewal period will be based on increases or decreases in the 12 month cumulative monthly percent change to the Food and Beverage, Transportation, and Services indexes for the previous 12 consecutive months found in Table 1 - Consumer Price Index for all Urban Consumers (CPI-U); and the total percent change to the Service Occupations index found in the Employment Cost Index (ECI) – Occupational Group. (See Section I.13)

Emergency Equipment Rental Agreement (EERA). This is an agreement between the Federal Wildland Fire Agencies and Call When Needed unit (CWN) and are used only when NICC is unable to fill an order with a National Mobile Food Services Unit Contractor.

Energy Bar. A processed snack made of healthful ingredients and high calorie content to give a boost to athletes and firefighters endurance. The packaging of a typical bar will provide a precise nutritional breakdown in order to assist the firefighters in maintaining a dietary regimen. Major brand names in North America include the Balance[®] bar, PowerBar[®], Odwalla Food Bar[®], and CLIF[®] bar. Other brand names may be provided if comparable in nutritional value of these listed brand name Energy Bars.

Factory Wrapped. A commercial item that is covered with material at the place of manufacture to protect it from outside elements or contamination. A list of ingredients may also be required to identify contents.

Food and Drug Administration (FDA). Government agency whose mission is "to promote and protect the public health by helping safe and effective products reach the market in a timely way, and monitoring products for continued safety after they are in use."

Food Unit Leader (FDUL). This unit leader is responsible for determining feeding requirements at all incident facilities. Menu planning; determining cooking facilities required; food preparation; serving; providing potable water, and general maintenance of the food service areas are responsibilities of this unit. The FDUL serves as a MFSU Contract Inspector.

Food Service Employees. Individuals who are employed by the MFSU Contractor.

Federal Wildland Fire Agencies. Forest Service, Bureau of Land Management, Fish & Wildlife Service, National Park Service, and Bureau of Indian Affairs are defined as the Federal Wildland Fire Agencies for the purposes of this contact.

Government Furnished Containers. These are approved containers the Federal Wildland Fire Agencies provide the National/Non National Mobile Food Services Unit to use for transporting Hot or Cold meals or other meal items to remote locations.

Key Personnel. An individual who is designated by the Contractor and approved by the CO. Key Personnel (specified in Section H.2) have the authority to prepare invoices, receive notices and institute corrective measures on any deficiencies.

Logistics Section Chief (LSC). Serves as both the Services and Support Branch Director on an Incident Management Team.

Mandatory Availability Period (MAP). Period of time in which the MFSU and Contractor's personnel must be physically located at their DDP available for dispatch.

Mobile Food Services Unit (MFSU). All equipment (including peripheral equipment) that comprises a complete MFSU.

Meal Ready to Eat (MRE). This is a self-contained, individual field ration in lightweight packaging procured by the Federal Wildland Fire Agencies for its Wildland Firefighters for use in field conditions where organized food facilities may not be available.

Minimum Guarantee. The term, "Minimum Guarantee" is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract.

National Electrical Code (NEC). Regulation governing the installation of commercial or residential electrical wiring.

National Fire Protection Association (NFPA). A nonprofit organization whose mission is to reduce the worldwide burden of fire and other hazards on the quality of life by providing and advocating scientifically based consensus codes and standards, research, training, and education.

National Interagency Coordination Center (NICC). The National Interagency Coordination Center (NICC) is the focal point for coordinating the mobilization of resources for wildland fire and other incidents throughout the United States. NICC is the designated ordering office for all orders under the National Mobile Shower Facilities Unit Contract(s).

National Mobile Food Services Unit Contractor. A business that has been awarded a National Mobile Food Services Unit contract from this solicitation through the USDA-Forest Service, National Interagency Fire Center, Incident Support Branch.

Non-National Mobile Food Services Unit Contractor. Any business that was not awarded a National Mobile Food Services Unit contract from this solicitation through the USDA-Forest Service, National Interagency Fire Center, and Incident Support Branch. These Units are utilized on a Call When Needed (CWN) basis and are used only when NICC is unable to fill an order with a National Mobile Food Services Unit Contractor.

National Restaurant Association (NRA). A restaurant industry business association in the United States comprised of 60,000 member companies; a total of more than 300,000 restaurants. It also operates the National Restaurant Association Educational Foundation.

National Sanitation Foundation (NSF). The organization that sets sanitation standards for the food preparation industry.

Occupational Health and Safety Administration (OSHA). The Occupational and Safety Health Administration is a federal or state agency under the Department of Labor that publishes and enforces safety and health regulations for most businesses and industries in the United States.

Quality Assurance (QA). The Government performs Quality Assurance inspections. Quality Assurance means “the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.” QA inspections are random and test the Contractor’s work to monitor or validate the Contractor’s quality control inspection and testing.

Resealable Individually Wrapped. This is a resealable packaging item provided by the Contractor to package dried fruits, fresh vegetables or snacks for sack lunches.

Uniform Plumbing Code (UPC). Regulation governing the residential or commercial installation of plumbing components.

Vegetarian, Ovo-Lacto Vegetarian. This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat or flesh of any kind, but do eat eggs and dairy products. Sub Categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

J.11 MOBILE FOOD SERVICE UNIT INSPECTION FORM

Contractor: _____ **Unit Number:** _____ **Contract Number:** _____
Date of Inspection: _____ **Incident:** _____ **Inspector Name:** _____

Performance Item	Performance Standard	Pass/Fail or Needs Improvement
C.1.4 - C.1.4.2.1 Supplies, Equipment, and Personnel	Supplies Equipment and Personnel meet operational needs of the MFSU and are available at all times.	
C.1.5 – C.1.5.15 Contractor Responsibilities	Contractor performs in a professional, cooperative and workmanlike manner and provided all supplies and services as specified.	
C 2.2.5 Timely Arrival and Set-Up	Delivery of MFSU arrived +/-1 hour of agreed upon schedule with NICC.	
C.3.1 – C.3.2 Equipment Requirements and Feeding Rates	Equipment and feeding rates meet minimum requirements.	
C.4.1 – C.4.1.2 General Meal Requirements	Contractor submitted a biweekly menu within 24 hours of arrival of the incident that provides a variety of high quality meals or special meals that meet quality standards.	
C.4.2 – C.4.2.6.3 Standard Menu Minimum Quantities Requirements	Food meets quantities standards.	
C.4.3 – C.4.3.8 Twenty Four Hour Service Bar	All required items are available 24 hours/day.	
C.4.4 – C.4.4.17 Menu Variety	Bi-weekly menus provide a variety of meats, breads, juices, and other meal items.	
C.4.5 – C.4.5.3 Cooking Requirements	All food is cooked to minimize health hazards in accordance with the FDA Food Code.	
C.4.6 – C.4.6.6 Serving Container Requirements	Milk, juice, desserts, salad dressings, condiments, bread and cold cereal is served and available as specified.	
C.4.7 – C.4.7.19 Food Quality Standards	All meats, poultry, fish, dairy products, canned or frozen vegetables and fruits, dry goods, breads, canned goods, coffee, tea,, oil, prepared salad, and beef jerky meet specified quality standards.	
D.1 – D.6 Packaging and Marking	Contractor met packaging and labeling standards.	
E.2 & C.1.5.12 Quality Control Plan and Inspections	The Contractor provided and maintained an inspection system acceptable to the Government.	
C 1.5.8 Key Personnel	Key Personnel are available at the incident at all times.	

Narrative Comments:

Government Representative

Contractor's Representative

Signature: _____	Title: _____	Signature: _____	Title: _____
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