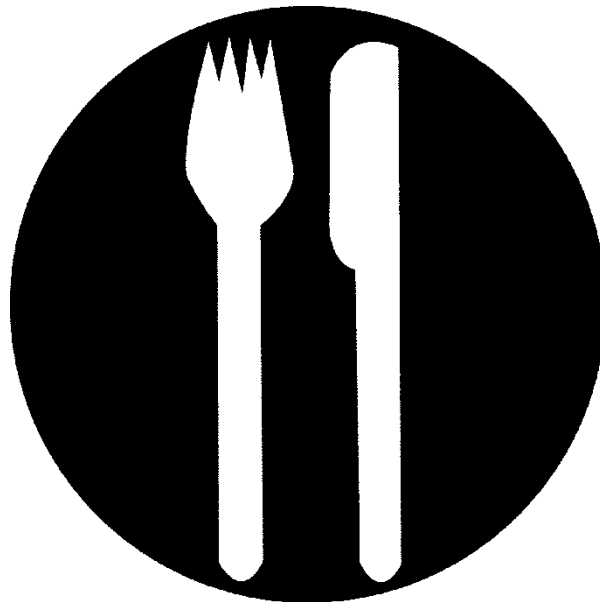


2020 - 2024

NATIONAL MOBILE FOOD SERVICES CONTRACT



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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 151	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 12024B19R9001	
6. SOLICITATION ISSUE DATE 10/18/2019		7. FOR SOLICITATION INFORMATION CALL:		a. NAME LARRY J. ROBILLARD		b. TELEPHONE NUMBER (No collect calls) (208) 387-5682	
8. OFFER DUE DATE/ LOCAL TIME 1/9/2020 2:00 PM MDT		9. ISSUED BY U.S. FOREST SERVICE, CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OWYHEE BUILDING – MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED NAICS: 722310 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: \$38.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY See Block 9		CODE	
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS – CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109		CODE	
TELEPHONE NO. _____ NINE-DIGIT DUNS NO. _____		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED) MOBILE FOOD SERVICES ALL VARIETIES						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNED (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

SECTION B – SCHEDULE OF SUPPLIES/SERVICES

B.1 GENERAL INFORMATION

(a) This solicitation for National Mobile Food Services acquisition will result in commercial, performance based, multiple award, Indefinite Delivery-Indefinite Quantity (IDIQ) contracts with fixed-price Contract Line Item Number (CLIN) for meal services. The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), part 12, Acquisition of Commercial Items in conjunction with FAR part 15, Contracting by Negotiation. The effective period of the resultant contract(s) will be from date of contract award through 31 December 2020. At the Government's option, the contract(s) may be renewed for additional one-year periods, not to exceed four renewal periods (5-year maximum potential contract plus an additional six months if Option to Extend Services FAR 52.217-8 is exercised). Please note pricing for Option Year 4 will be evaluated and utilized for the additional 6 months of performance if FAR 52.217-8 Option to Extend Services is exercised.

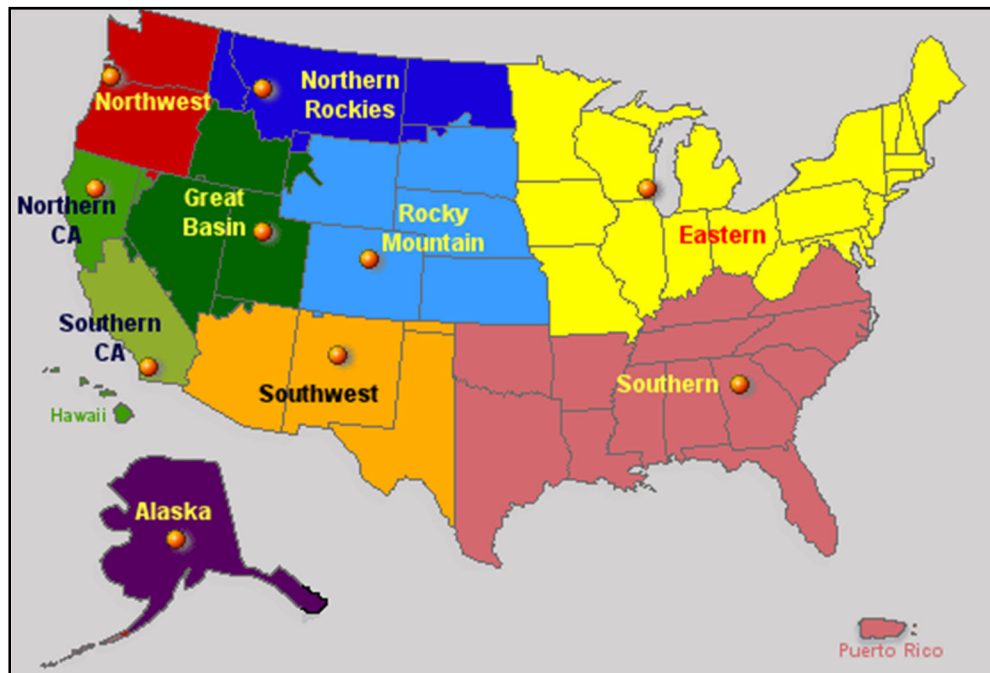
(b) Estimating the total overall contract quantity is difficult. To date the total quantities purchased for all mobile food services ordered through the National Interagency Coordination Center (NICC) from 2015 through 2018 was \$203,755,169.70. The incidents ranged from 1 day to 30 days and on average each Contractor received 4 total dispatches per year. These quantities are not a representation to an Offeror that the same quantities will be required or ordered, or that conditions affecting requirements will be normal or stable.

(c) The National Mobile Food Services acquisitions is 100% set aside for small business concerns. See size standards in Section E in this RFP.

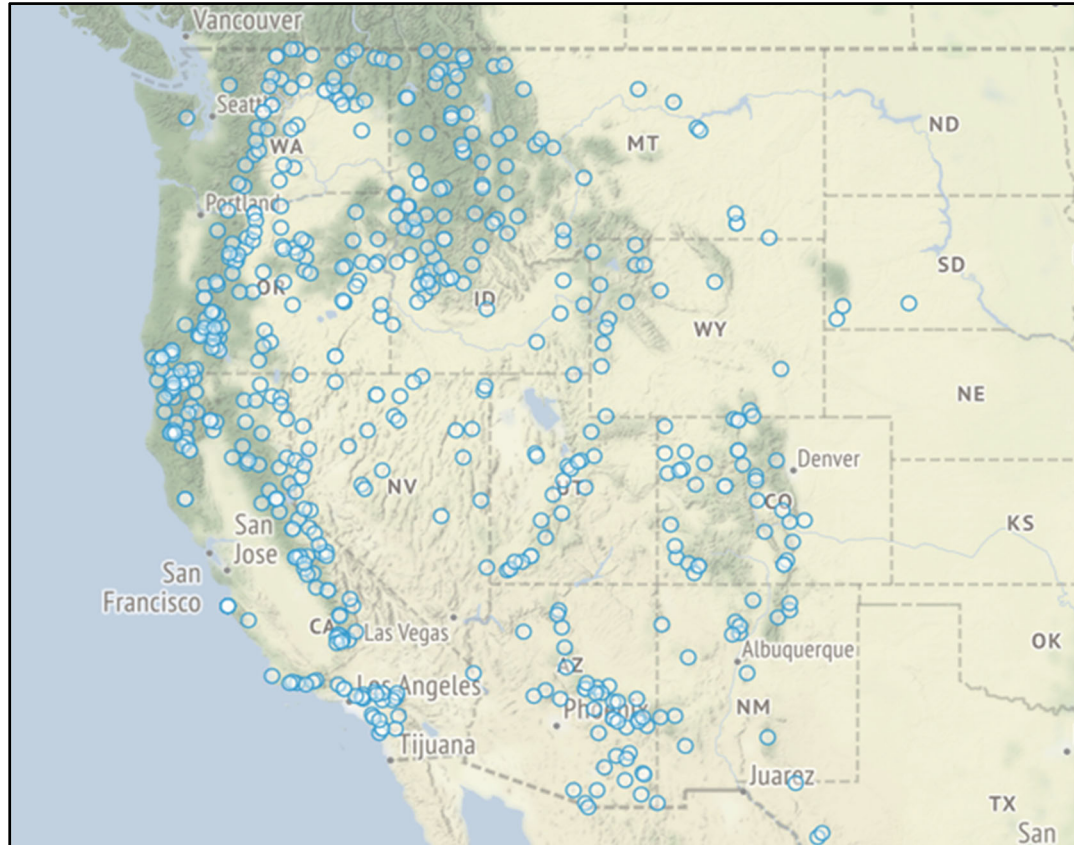
(d) The following table provides the historical National Mobile Food Services orders by Geographical Area Coordination Center (GACC). The number of orders in each GACC represents the ordering activity level. This activity level correlates to the respective Designated Dispatch Point (DDP) locations in each GACC and represents the historical activity for DDPs and where activity is anticipated to be higher. The DDPs with the historical highest activity in their GACC, represents the opportunities where the Government may receive greater benefit through selecting the lowest total evaluated pricing from Offerors at those specific DDPs.

	2014	2015	2016	2017	2018	5 Yr Avg	5 Yr High
Geographic Area Coord Center	Orders	Orders	Orders	Orders	Orders	Orders	Orders
Great Basin	4	10	20	24	32	18.0	32
Northern California	15	15	5	14	16	13.0	16
Northern Rockies	5	19	8	22	11	13.0	22
Northwest	39	33	12	38	32	30.8	39
Rocky Mountain	1	1	13	9	25	9.8	25
Southern California	15	10	27	10	10	14.4	27
Southwest	9	4	15	22	13	12.6	22
Totals	88	92	100	139	139		

(e) The following graphic shows the locations of the GACCs.



(f) The following graphic shows the Western United States and the locations of all National Mobile Food Services orders from 2014 through 2018.



(g) The Government is required to place Mobile Food Services orders for, and the Contractor to furnish, at least the stated minimum quantity identified in Section C.9 Minimum and Maximum Contract Amounts. If ordered, the Contractor must furnish any additional quantities required, not to exceed the stated maximum. The minimum and maximum quantity may include any combination of assignments for Fire Suppression or emergency support. Determination of quantities ordered by Government and delivered by the Contractor will be based on the cumulative orders accepted during the base period and each potential option period. (See Sections C.13 and C.14 FAR 52.217-8 Option to Extend Services and FAR 52.217-9 Option to Extend the Term of the Contract).

(h) Offerors may propose a Mobile Food Service Unit (MFSU) for any or all of the 30 Designated Dispatch Points (DDPs) for which they wish to be considered. Offerors shall state the minimum and maximum number of locations they will accept. The DDP will be the contractually approved physical location for the complete MFSU and personnel to be kept within the defined Mandatory Availability Period (MAP). A physical address (no PO Boxes), must be provided within 30 calendar days of contract award for each location awarded. The proposed physical address provided must be within a 75 mile radius from the DDP listed. The DDP will become the physical address proposed by the awarded Offeror for each location. For example, Boise, ID is a DDP in the Schedule of Items. Offeror "A" proposes to be located at 123 Hillcrest Lane, Caldwell, ID 83605 for this DDP. If Offeror "A" is determined to be the best value to the Government and awarded this line item; the DDP will be 123 Hillcrest Lane, Caldwell, ID 83605 for the life of the contract or until changed by the CO in writing. The Offeror/awardee is responsible for providing, in writing, the Contracting Officer (CO) with changes and the CO must approve any changes in writing.

(i) Offerors shall prioritize their preferred DDP(s) in Section B.5 Schedule of Items – MFSU - Unit Item Details below for award. The Government reserves the right to award MFSU contracts to any of the Offeror's proposed DDPs, based on Section E.4 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014) of this solicitation. The Government will select the Contractors by comparing the acceptable offers on the basis of the evaluation factors identified in Section E.4 and the Government may make tradeoffs in order to determine which offers are determined to represent the best value to the Government. The Government intends to award contracts to the offers that represent the best value at the DDP locations with the historical highest activity (see Section B.1(d) the table above for historical GACCs activity), providing the overall best value to the benefit of the Government. Offerors are encouraged to provide their best pricing for each DDP proposed.

(j) Offerors that receive an award at one of the 30 locations listed in Section B.2 will have the opportunity to have any additional MFSUs awarded on a Call When Needed (CWN) basis. The CWN MFSU may be offered at any location (physical address (no PO Boxes)) the Offeror chooses and must be at that location when orders are accepted. CWN MFSUs will be utilized after all 30 National MFSUs with DDPs have been either utilized, unavailable or have declined the order. These optional CWN MFSUs will not have an annual guaranteed Mandatory Availability Period. They will be ordered on a call when needed basis with no annual guarantee. Offerors with multiple units shall indicate their units are to be considered for CWN pricing by checking the box in Section B.5. Offerors shall include a separate and complete CWN pricing schedule in Section B.5 Schedule of Items – MFSU Item Details and Schedule of Prices for consideration and evaluation, if applicable.

(k) The Government anticipates awarding no more than 30 DDP MFSU's and an unlimited number of CWN MFSUs. Reference Section E, Evaluation Factors for Award.

(l) Offerors shall complete Section B.5 Schedule of Items – MFSU Item Details and Schedule of Prices below for all five (5) years for all equipment and services they propose to offer. At a minimum, Offerors must provide at least one complete MFSU system and meet minimum capability requirements. The Total Estimated Quantities are for evaluation purposes only.

(m) Some charges will be credited on a price reimbursable basis. In addition, the contractor may provide optional additional refrigeration storage space, additional tents and seating, and supplemental foods and beverages. These are optional items the contractor is not required to provide, nor is the Government required to order. The prices proposed for these optional items will be evaluated for price reasonableness. Optional items will not be included in the total evaluated price specified in Section E.4.

(n) Each DDP MFSU awardee is annually guaranteed orders equal to the amount of \$1,000 per day for each MFSU for each day of MAP, this is called the minimum annual guarantee. For example, awardee X has two MFSUs, one has a 90 day MAP and the other has a 120 day MAP, the awardee is entitled to minimum annual guarantees of \$90,000 and \$120,000 for each MFSU respectively (See Section C.9 for minimum annual guarantee details). In order to have a binding Indefinite Delivery Indefinite Quantity type contract, the contract must require the Government to order and the Contractor to furnish at least a stated minimum quantity of services in accordance with FAR 16.504. Therefore, an Offeror must be awarded at least one of the 30 locations in Section B.2 to also be awarded a CWN Unit since there are no minimum annual guarantees for the CWN Units.

(o) The Offeror shall provide 24 hour contact information.

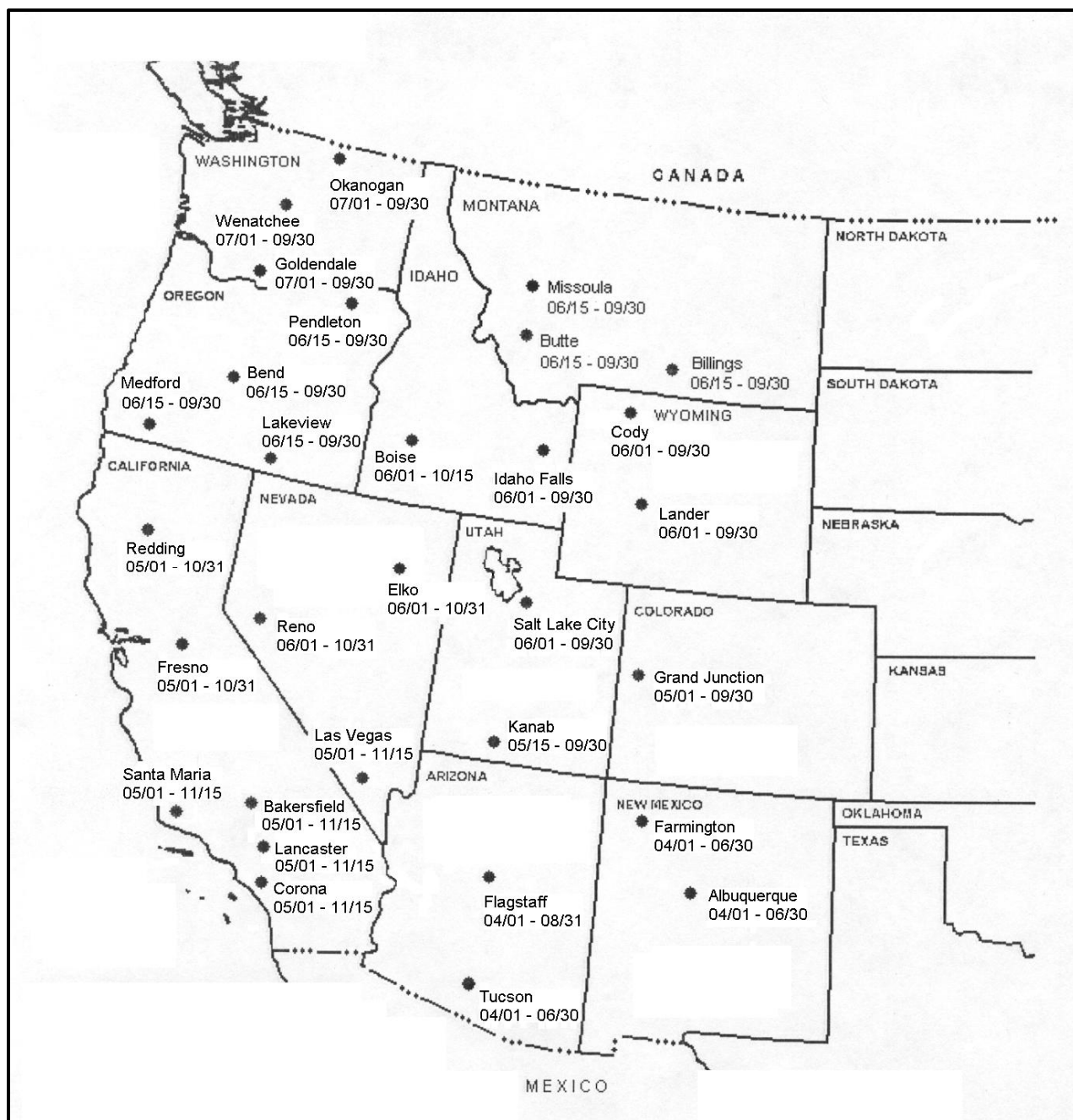
B.2 DESIGNATED DISPATCH POINTS (DDP)

Contractor personnel and equipment shall be physically located and available to perform services at the following locations between the beginning and ending MAP specified. Offerors may propose a MFSU for multiple locations. Only one MFSU will be awarded at each location listed below. The Government may not award all locations if it is not in the Government's best interest.

STATE	CITY	RADIUS MILES	MANDATORY AVAILABILITY PERIOD
Arizona	Flagstaff	75 Miles	April 01 – August 31
	Tucson	75 Miles	April 01 – June 30
California	Corona	75 Miles	May 01 – November 15
	Redding	75 Miles	May 01 – October 31
	Santa Maria	75 Miles	May 01 – November 15
	Fresno	75 Miles	May 01 – October 31
	Lancaster	75 Miles	May 01 – November 15
	Bakersfield	75 Miles	May 01 – November 15
Colorado	Grand Junction	75 Miles	May 01 – September 30
Idaho	Boise	75 Miles	June 01 – October 15
	Idaho Falls	75 Miles	June 01 – September 30
Montana	Billings	75 Miles	June 15 – September 30
	Butte	75 Miles	June 15 – September 30
	Missoula	75 Miles	June 15 – September 30
Nevada	Las Vegas	75 Miles	May 01 – November 15
	Reno	75 Miles	June 01 – October 31
	Elko	75 Miles	June 01 – October 31
New Mexico	Albuquerque	75 Miles	April 01 – June 30
	Farmington	75 Miles	April 01 – June 30
Oregon	Bend	75 Miles	June 15 – September 30
	Lakeview	75 Miles	June 15 – September 30
	Medford	75 Miles	June 15 – September 30
	Pendleton	75 Miles	June 15 – September 30
Utah	Kanab	75 Miles	May 15 – September 30
	Salt Lake City	75 Miles	June 01 – September 30
Washington	Goldendale	75 Miles	July 01 – September 30
	Okanogan	75 Miles	July 01 – September 30
	Wenatchee	75 Miles	July 01 – September 30
Wyoming	Lander	75 Miles	June 01 – September 30
	Cody	75 Miles	June 01 – September 30

Note: All proposed physical addresses must be within a 75 mile radius from the DDPs listed above. See Section B.1(h) and (j) for more information.

B.3 MAP OF DESIGNATED DISPATCH POINTS



B.4 MOBILE FOOD SERVICE UNIT (MFSU)

Offerors are required to completely fill out a copy of Section B.5 Schedule of Items – MFSU Item Details and Schedule of Prices for each MFSU for each DDP offered for the base year and all option years. However, if you are proposing a MFSU with the same price for multiple DDPs, submit the pricing information on one set of forms only. List all DDP's below for which the same price applies. Offerors with multiple units that desire to be considered for CWN awards (provided they have at least one MFSU awarded a DDP), shall provide a separate and complete copy of Section B.5 Schedule of Items – MFSU Item Details and Schedule of Prices Schedule of Items for each CWN MFSU, check the CWN box and provide a dispatch location.

B.5 NATIONAL MOBILE FOOD SERVICE UNIT SUMMARY (generic)

Contractor's Contact Information		Contract Number	Designated Dispatch Points (DDPs) Mandatory Availability Dates (MAP)	Kitchen Unit	Max. Dispatch Acceptance Meals/ Period	Meal Type	Rate per Meal
Anytime Food, Inc. 1234 Anywhere Street City, ST 12345 POC: _____ p: _____ e: _____ Handwashing Unit #-sinks: \$ ____./day Mileage Rate: \$ ____./mile Relocation Fee: \$ ____. Optional Refrigeration Storage Space Rate: \$ ____./day Additional Tents and Seating Rate 60-persons: \$ ____./day		12024B20T25xx <u>Kitchen Manager:</u> _____ <u>Alternates:</u> _____ <u>Supervisor Cook:</u> _____	<u>DDP City, ST – Unit #</u> 03/01 – 11/15	AFI-01	____ ____ ____ ____	Breakfast Cold Can Breakfast Sack Lunch Dinner	\$ ____. \$ ____. \$ ____. \$ ____
Kitchen Unit	Equipment Type and Unit ID No.		Other Equipment Types and Unit ID No.				
AFI-01	Kitchen Trailer – Tractor – Refrigeration Trailer – Refrigeration Tractor – Handwashing Unit –		Sandwich Trailer - Sandwich Tractor – Truck Van – Generator – Beverage Trailer – Tents –				
NOTICE: Information contained in this Unit Summary is considered Sensitive Proprietary information that must be safeguarded from unauthorized disclosure and is not to be disclosed or distributed to anyone other than Authorized Government Representatives, and then, solely for the purpose of facilitating the performance of their Official Duties with respect to these contracts.							

SCHEDULE B – CONTINUED (generic)
SUPPLEMENTAL FOODS AND BEVERAGES, ADDITIONAL REFRIGERATION STORAGE
SPACE AND ADDITIONAL TENTS/SEATING
(OPTIONAL, See Sections C.8 (h),(i),(j))

Contractor: Anytime Food, Inc.

Supplemental Item	Unit	Unit Price
Beverages		
Bottled Sports Type Drink, i.e. Gatorade®, Powerade®, 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	-
Other Food Items		
Ice	pound	-
Ground Coffee	pound	-
Sandwiches - Meat	Each	-
Sandwiches – Non-Meat	Each	-
Soup	gallon	-
Refrigeration Storage Space and Additional Tents/Seating		
Additional Refrigeration Storage Space	Rate/ <u> </u> x <u> </u> cu. ft. (<u> </u> ft ³) /day	-
Additional Tents & Seating Rate / per 60 Persons	Rate/ day	-

Note: Other items not specifically listed and priced above may not be negotiated on site by the Food Unit Leader. (See Sections C.15 (e)(5) and (f))

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SECTION C – CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEVIATION 2017-1) (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including prices, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.
- (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5](#)(b) for the appropriate EFT clause.
- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest.*
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the

Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]
- (u) Unauthorized Obligations
 - (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
 - (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.2 CONTRACT 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 the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/> www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)

52.228-5 Insurance - Work on a Government Installation (JAN 1997)
52.232.40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.245-1 Government Property (APR 2012)(Alternate 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72 Use of Premises (NOV 1996)

C.3 RESERVED

C.4 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5)(DEVIATION 2017-1)(OCT 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- ☒ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).
- ☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (6) [Reserved].
- ☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (11) [Reserved].
- ☐ (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (14) [Reserved]
- ☒ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

- ☐ (18) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))
 - ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
 - ☐ (v) Alternate IV (Aug 2018) of 52.219-9
- ☐ (19) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (20) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- ☐ (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Oct 2019) (E.O.13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (29) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
 - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (30) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (31) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
 - ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (32) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (34) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (35) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (36) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (37) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐ (38) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (39) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (40) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (41) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (42) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (43) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

☐ (44) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (45) 52.223-21, Foams (Jun 2016) (E.O. 13693).

☐ (46) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☒ (47) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (48) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (49) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C. 2307(f)).
- ☐ (55) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C. 2307(f)).
- ☒ (56) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (57) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☐ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (60) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (61) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- ☐ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ☒ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.5 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988)

The effective period of this contract for a base year period of performance is from Date of Award through December 31, 2020, plus four additional one-year option periods as follows:

Option Period(s), if exercised.

Option Period 1 - January 01, 2021 through December 31, 2021.

Option Period 2 - January 01, 2022 through December 31, 2022.

Option Period 3 - January 01, 2023 through December 31, 2023.

Option Period 4 - January 01, 2024 through December 31, 2024.

C.6 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the Offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The Offeror shall include the date of the amendment on the lower right corner of the changed pages.

C.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 date of award through December 31, 2020 and may be extended through each option year period of performance, if option years are awarded.

(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.

C.8 ORDERING, RELOCATING, REDUCING, RELEASING, REASSIGNING, AND CANCELLING - THE FOLLOWING IS ADDED:

(a) Information Required by NICC on the Mobile Food Service Request Form When Placing Orders:

(1) Incident Name, Financial Code, Resource Order Number, Food Service Request Number, Date of Order.

(2) Requested Date and Number of Meals:

(i) Date of first meal. **First meal ordered shall always be dinner.**

(ii) Time of first dinner meal.

(iii) Estimated number for the first three meals.

(3) Reporting location.

(4) Contact person at the incident.

(5) Spike Camp information.

(6) Dispatch contact and Telephone number.

(b) Dispatch Procedures:

(1) The Government intends to dispatch resources in accordance with the procedures outlined herein. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from these procedures. Any such deviation will be within the discretion of the Government, approved by the Contracting Officer, and will not be deemed a violation of any terms or conditions of this contract.

(2) NICC is the only designated dispatch center authorized to place Task Orders.

(3) The Government has contracts with multiple vendors for Mobile Food Services. All awarded MFSU's shall be maintained in the Government's Computer Aided Dispatch (CAD) system and shall be considered for orders. The ordering process is established based on priority groupings, defined as follows:

Priority Level	MFSU Status	Description
First	In MAP, at DDP	In order to be considered for First Priority a MFSU must be available, within their MAP, and physically located at the DDP (reference D.1.1).
Second	In MAP, not at DDP	In order to be considered for Second Priority a MFSU must be available, within their MAP, but may be physically located outside of the DDP. See Section C.8(c) for additional details.
Third	Outside MAP, at DDP or Company Headquarters	In order to be considered for Third Priority a MFSU must be available, outside of their MAP, and physically located at the DDP or the company headquarters (reference D.1.1).
Fourth	CWN	In order to be considered for Fourth Priority an MFSU must be proposed and awarded as a Call When Needed resource and must be available (reference D.1.1).

Availability and unavailability is defined at D.1.1.

Prior to ordering National MFSUs or CWN MFSUs, the ordering agency (NICC) shall perform the following ordering selection process:

- (i) NICC generates a CAD report showing all available MFSU's in order by closest resource to the incident using straight line (commonly referred to "as the crow flies") miles already incorporated in their CAD system. NICC reviews the report to determine which MFSU's, if any, meet First Priority (as found at C.8(b)). If there are MFSU's that qualify for First Priority, NICC will run the formula (see C.8(b)(vi) for lowest evaluated price formula) on the closest three resources to the incident. The MFSU with the lowest evaluated price will be called to verify their availability to meet date and time needed and physical location (at DDP). If this MFSU is available and at their DDP they will be issued the order. If this MFSU is not available to meet date and time needed or is not physically located at their DDP they would be ineligible for the order and the MFSU with the next lowest evaluated price will be called. This process will continue until an MFSU is assigned to the incident. If none of the three closest First Priority MFSU resources are assigned then NICC will run the formula for the next three closest First Priority resources and follow the same process.

(ii) If NICC reviews the CAD report and finds no MFSU's in the First Priority then Second Priority resources will be considered. NICC will obtain the location of all Second Priority resources and run the formula below on the closest three units to the incident using the CAD system as described above. The MFSU with the lowest evaluated price will be called to verify their availability to meet date and time needed. If this MFSU is available to meet date and time needed they will be issued the order. If this MFSU is not available to meet date and time needed they would be ineligible for the order and the MFSU with the next lowest evaluated price will be called. This process will continue until an MFSU is assigned to the incident. If none of the three closest Second Priority MFSU resources are assigned then NICC will run the formula for the next three closest Second Priority resources and follow the same process.

(iii) If NICC reviews the CAD report and finds no MFSU's in the First or Second Priority then Third Priority MFSUs will be considered. NICC will obtain the location of all Third Priority resources and run the formula below on the closest three units to the incident using the CAD system as described above. The MFSU with the lowest evaluated price will be called to verify their availability to meet date and time needed. If this MFSU is available to meet date and time needed they will be issued the order. If this MFSU is not available to meet date and time needed they would be ineligible for the order and the MFSU with the next lowest evaluated price will be called. This process will continue until an MFSU is assigned to the incident. If none of the three closest Third Priority MFSU resources are assigned then NICC will run the formula for the next three closest Third Priority resources and follow the same process.

(iv) If NICC reviews the CAD report and finds no MFSU's in the First, Second, or Third Priority then Fourth Priority MFSU's will be considered. NICC will obtain the location of all Fourth Priority resources and run the formula below on the closest three units to the incident using the CAD system as described above. The MFSU with the lowest evaluated price will be called to verify their availability to meet date and time needed. If this MFSU is available to meet date and time needed they will be issued the order. If this MFSU is not available to meet date and time needed they would be ineligible for the order and the MFSU with the next lowest evaluated price will be called. This process will continue until an MFSU is assigned to the incident. If none of the three closest Fourth Priority MFSU resources are assigned then NICC will run the formula for the next three closest Fourth Priority resources and follow the same process.

(v) For all orders, regardless of priority, the MFSU must respond to NICC within 30 minutes of being contacted. In the event the Contractor cannot confirm in the specified timeframe, NICC will proceed with the dispatch procedures outlined above. When NICC determines no National MFSUs can meet the requirement, the Government reserves the right to utilize non-National MFSUs.

(vi) The formula used to determine the lowest evaluated price for all orders considers hypothetical 10 days of performance based on the parameters below and uses actual mileage each way:

- $(\text{Input total} * \text{actual mileage to and from the incident}) \times \$ \text{ price/mile} = \text{total mileage}$
- $1 \text{ handwashing unit} \times \$ \text{ price/day} \times 10 \text{ days} = \text{total handwashing unit}$

- 1 relocation fee X \$ price = total relocation fee
- Meals to include sum of all items below x 10 days = total meals
 - 400 breakfast x \$ breakfast price
 - 100 cold can breakfasts x \$ cold can breakfast price
 - 600 Shift Provisions/Sack Lunches x \$ Shift Provisions/Sack Lunches price
 - 500 dinners x \$ dinner price

*Actual mileage in the formula is determined using Google Maps for the shortest mileage distance from the current location of each MFSU to the address specified on the Resource Order. In the event Google Maps is not operable, the Government may use any other consistent method of determining the shortest mileage distance.

(vii) NICC shall document the selected MFSU on the Resource Order and maintain appropriate ordering procedure documentation. NICC shall send the documentation to the Contracting Officer at the time of placing the order.

(4) When a Contractor's MFSU 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 and Shower Service Request Form. In addition, the Contractor is required to follow DOT regulations at all times. Failure to meet delivery time for the first dinner meal may result in poor past performance evaluation, temporary suspension of the unit, monetary deduction, and risk not receiving a renewal of their next Option Year resulting in that MFSU's removal from the contract.

(c) Release and/or Reassignment:

(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 provided they have emailed NICC and the CO of their availability. After this time, the MFSU must return to their DDP or CWN physical address.

(2) Reassigned En Route - When an MFSU is reassigned en route and the MFSU accepts the date and time needed, the Contractor is obligated to report to the reassigned incident on time.

(3) Priority for Releasing/Reassigning a MFSU - National MFSUs shall be released after all additional CWN MFSUs and Non-National MFSUs have been released. Releases for National MFSUs will go through established dispatch channels including notifying NICC. 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 FDUL, 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 FDUL, LSC or COR will notify the CO of this decision.

(4) The FDUL may release the Contractor after it is determined there is no longer a need for mobile food.

(d) Need for Additional MFSU: If an additional MFSU is ordered for the same incident, dispatch priority will be in accordance with the priority status stated above.

(e) 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 C.15 – Payment Procedures. Notice of cancellation will be provided to the MFSU Contractor from NICC.

(f) Procedure for Relocating MFSU(s) at an Incident:

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

- (i) 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
- (ii) 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
- (iii) 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) If a Unit is reassigned to another incident or demobilized, no relocation fee is paid.

(g) Procedure and Times for Ordering Hot Meals, Shift Provisions/Sack Lunches and Hot or Cold Container Meals:

(1) Orders for hot and special meals, Shift Provisions/Sack Lunches, hot and cold container meals, and the times to be served shall be placed by the FDUL and documented on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation). The Contractor shall be notified of the anticipated number of hot meals, and hot and cold container 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 Shift Provisions/Sack Lunches by 12:00 p.m. the day before issuance and the Contractor shall refrigerate Shift Provisions/Sack Lunches ordered until the agreed upon delivery time. While every attempt will be made to adhere to these ordering schedules, it may be necessary to order additional meals with very little notice, due to the sporadic nature of emergency incidents.

(2) If Shift Provisions/Sack Lunch orders increase beyond the contractors maximum stated capacity as identified in the Schedule/Summary of Items, the LSC may decide to purchase off-site Shift Provisions/Sack Lunches. The Government may allow the contractor to meet additional needs through existing on-site capability.

(3) Failure on the part of the Contractor to meet the meal or Shift Provisions/Sack Lunch schedule may result in a reduction in the contract meal prices, poor past performance evaluation, temporary suspension of the unit, and risk not receiving a renewal of their next Option Year resulting in that MFSU's removal from the contract. No reduction in contract meal prices shall be made for any additional meals when not ordered by the required time frames.

(h) 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.

(i) Procedure for Ordering Optional Refrigeration Storage Space: Optional refrigeration storage space within the MFSU listed in Section B 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 31, Additional Refrigeration Storage Space and on Form 1276-B Daily Meal Order/Invoice (Continuation Sheet), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation). 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.

(j) Procedure for Ordering Optional Tents and Seating: Optional supplemental tents and seating (above the required 200 minimum) listed in Section B, 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 31, Additional Tents and Seating on Form 1276-B Daily Meal Order/Invoice (Continuation Sheet), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation). 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.

(k) 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 Block 28 Remarks on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation).

(l) Procedure for Canceling and Reducing Shift Provisions/Sack Lunch Orders: Any cancellation or reduction in Shift Provisions/Sack Lunches shall be made as soon as practical after an order has been placed.

C.9 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73) (FEB 1988)

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum specified for each Contract Line Item/MAP, but not in excess of \$25,000,000 per CLIN and \$50,000,000 per contract.

The minimum annual guarantee for each MFSU with a DDP, under this contract, is calculated on a \$1,000 per day basis for the length of the MAP. The chart below lists the DDP's with their associated minimum annual guarantee. CWN MFSUs are not provided a minimum annual guarantee.

Note: Minimum quantity is for each contract period, per MFSU (See C.5 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988) for specific contract periods). Maximum quantity to include the Base Period and all Option Periods per unit.

STATE	CITY	MANDATORY AVAILABILITY PERIOD	MINIMUM ANNUAL GUARANTEE
Arizona	Flagstaff	April 01 – August 31	(152 days) - \$152,000.00
	Tucson	April 01 – June 30	(90 days) - \$90,000.00
California	Corona	May 01 – November 15	(192 days) - \$192,000.00
	Redding	May 01 – October 31	(183 days) - \$183,000.00
	Santa Maria	May 01 – November 15	(192 days) - \$192,000.00
	Fresno	May 01 – October 31	(183 days) - \$183,000.00
	Lancaster	May 01 – November 15	(198 days) - \$198,000.00
	Bakersfield	May 01 – November 15	(198 days) - \$198,000.00
Colorado	Grand Junction	May 01 – September 30	(152 days) - \$152,000.00
Idaho	Boise	June 01 – October 15	(136 days) - \$136,000.00
	Idaho Falls	June 01 – September 30	(121 days) - \$121,000.00
Montana	Billings	June 15 – September 30	(107 days) - \$107,000.00
	Butte	June 15 – September 30	(107 days) - \$107,000.00
	Missoula	June 15 – September 30	(107 days) - \$107,000.00
Nevada	Las Vegas	May 01 – November 15	(198 days) - \$198,000.00
	Reno	June 01 – October 31	(152 days) - \$152,000.00
	Elko	June 01 – October 31	(152 days) - \$152,000.00
New Mexico	Albuquerque	April 01 – June 30	(90 days) - \$90,000.00
	Farmington	April 01 – June 30	(90 days) - \$90,000.00
Oregon	Bend	June 15 – September 30	(107 days) - \$107,000.00
	Lakeview	June 15 – September 30	(107 days) - \$107,000.00
	Medford	June 15 – September 30	(107 days) - \$107,000.00
	Pendleton	June 15 – September 30	(107 days) - \$107,000.00
Utah	Kanab	May 15 – September 30	(138 days) - \$138,000.00
	Salt Lake City	June 01 – September 30	(121 days) - \$121,000.00
Washington	Goldendale	July 01 – September 30	(91 days) - \$91,000.00
	Okanogan	July 01 – September 30	(91 days) - \$91,000.00
	Wenatchee	July 01 – September 30	(91 days) - \$91,000.00
Wyoming	Lander	June 01 – September 30	(121 days) - \$121,000.00
	Cody	June 01 – September 30	(121 days) - \$121,000.00

C.10 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 149 persons per meal and the \$12,000 per day minimum daily guarantee (see Section C.15(a)(2)(v)) is not provided, the Government is not obligated to purchase when there is no longer a need for mobile food services, 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 sixty (60) days.

(2) Any order for a combination of incidents in excess of ninety (90) 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 days 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.

C.11 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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, 2024.

C.12 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

C.13 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

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

months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

C.14 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 gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

C.15 PAYMENT PROCEDURES

(a) Payment for Meals –

(1) General

(i) 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.

(ii) 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.

(iii) 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 in Block 14 on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation), and paid at the rates offered in the Contractor's current Unit Summary.

(iv) Incident personnel not satisfied with the meat portion of their meal may return it for replacement at no additional price to the Government.

(v) For payment purposes, the Contractor shall invoice Shift Provisions/Sack Lunches on the same day that the Shift Provisions/Sack Lunches are delivered to the Government.

(2) Minimum Daily Guarantee

(i) 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 Block 28 Remarks on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation). In the event a MFSU is reassigned en route, only actual

mileage shall be paid. Beginning and ending odometer readings shall be documented in Block 28 Remarks on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation).

(ii) 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.

(iii) The Government may obtain meals from another source if the Contractor's late arrival results in meal periods being missed. See Section C.8(b)(6) for additional details pursuant when a Contractor does not meet the actual agreed upon date/time of first meal on the Mobile Food Service Request form.

(iv) If the Government causes the Contractor's late arrival, no reduction in the minimum daily guarantee will be made.

(v) Excluding the first and last day of an incident the Government will provide a minimum daily guarantee of \$12,000.00 per MFSU (including CWN MFSUs) or the total quantities of meals provided, whichever is greater. The \$12,000.00 minimum daily guarantee only applies towards the total number of meals provided from each complete MFSU. This minimum daily guarantee is provided in the event the numbers go below 150 and the Government still has a mobile food services requirement.

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

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

(i) Hot Meals

The Contractor shall be paid for the number of meals actually served or 100% 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.

(ii) Shift Provisions/Sack Lunches

Payment shall be made for the number of complete Shift Provisions/Sack Lunches the Government actually takes possession of or the number of complete Shift Provisions/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.

(b) Payment for Mileage –

(1) For mileage payment purposes, actual mileage shall be measured from the location of the Contractor's MFSU at time of dispatch to the incident and return to DDP, CWN physical address or authorized location, using verified written Contractor odometer readings. Beginning and ending odometer readings shall be documented in Block 28

Remarks on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation).

(2) Only 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.

(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 Block 28 Remarks on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation). Cancellation shall be documented in Block 28 Remarks on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation).

(4) When equipment is released from one incident and subsequently reassigned to another prior to returning to its DDP or CWN physical address, 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, CWN physical address or other location approved by the CO. Beginning and ending odometer readings shall be clearly documented in Block 28 Remarks on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation).

(5) The Government shall use Google Maps® or government determined mapping application when Google Maps® is inoperable, and/or Government odometer readings to verify the reasonableness of any mileage billed.

(c) Supplemental Items –

(1) Supplemental items shall be ordered, itemized, inventoried and accepted by the Government. All items shall be recorded in Block 31 on Form 1276-B Daily Meal Order/Invoice (Continuation Sheet), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation).

(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) 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.

(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), (Form 1276-B

(03/2014) – found in Exhibit D.5A of this solicitation) at the rates specified in the Contractor's current Unit Summary.

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

(d) Relocation Fee - Each additional setup/takedown of a MFSU, as specified in Section C.15(d) 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, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation).

(e) Equipment Usage - 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.

(f) Miscellaneous Charges and Credits –

(1) Equipment Repair, Supplies and Fuel - Any prices 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), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation) unless payment is paid directly by the Contractor via a credit card to the fuel Vendor by the Contractor's credit card.

(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.

(3) Licenses, Fees and Permits - 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:

(i) 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 price reimbursable basis to payments due the Contractor.

(ii) Proof of expenditures in the form of copies of receipts for licenses, fees, and permits shall be attached to Form 1276-B Daily Meal Order/Invoice (Continuation Sheet), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation) and documented in Block 32.

(iii) Payment shall be limited to those vehicles that comprise the MFSU as specified in the Contractor's current Unit Summary.

(4) 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 afterwards. The Contractor shall be responsible for performing and paying for these routine tests. 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 Block 32 Remarks the remarks block on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation) and Form 1276-B Daily Meal Order/Invoice (Continuation Sheet), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation) when the Government is reimbursing the Contractor for testing.

(g) 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, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation), 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.

(h) When ordered, additional refrigerated storage space or additional tents and seating shall be documented in Block 31 on Form 1276-B Daily Meal Order/Invoice (Continuation Sheet), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation) under Miscellaneous Charges and Credits and paid at the rates specified in the Contractor's current Unit Summary.

(i) Supplemental Item totals shall be documented in Block 31 on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation) and Form 1276-B Daily Meal Order/Invoice (Continuation Sheet) and paid at the rates specified in the Contractor's current Unit Summary.

(j) Any additional credits or deductions shall be documented in Block 32 on Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation) and Form 1276-B Daily Meal Order/Invoice, (Continuation Sheet) with clear explanations in the remark's blocks.

(k) The Contractor and designated Government representative must print and sign their names on fully completed Form 1276-A Daily Meal Order/Invoice, (Form 1276-A (03/2014) – found in Exhibit D.5 of this solicitation), and Form 1276-B Daily Meal Order/Invoice (Continuation Sheet), (Form 1276-B (03/2014) – found in Exhibit D.5A of this solicitation) certifying the work was completed by the Contractor and accepted by the designated Government representative. The 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.

(l) Invoices shall be dispersed as follows:

(1) The completed and signed invoices must include all necessary supporting documentation and shall be emailed to sm.FS.FAM_invoices@usda.gov by the Contractor. Each email shall include:

(i) Contractor's contract number.

(ii) List of all attached documents to the email.

(iii) Signed, unique numbered invoice (to ensure each invoice is only submitted and paid once) for each invoice.

(iv) Name of the incident.

(v) Dates of performance included on the attached invoice(s).

(vi) All supporting documentation.

(2) The invoices sent to the email address will be processed by the USDA, Forest Service Albuquerque Service Center (ASC), for payment.

(3) The Contractor shall keep a copy of all submitted invoice packages for their personal records.

(4) The FDUL shall keep a copy of all submitted invoice packages for their personal records.

(5) The Finance Section Chief shall keep a copy of all submitted invoice packages for their incident files.

(m) Payment shall be made upon receipt of proper and completed invoices in accordance with the payment terms in this contract and paid in accordance with the Prompt Payment Act (see FAR 52.232-25 (JAN 2017)).

(n) No payment shall be made under this contract for supplies or services not shown and priced in the Contractor's current Unit Summary.

C.16 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.

C.17 FAIR OPPORTUNITY OMBUDSMAN

Ombudsman Description. In accordance with FAR 16.505(a)(6) and AGAR 416.505, no protest under FAR subpart 33.1 is authorized in connection with Contracting Officer decisions regarding fair opportunity or the issuance of a Task Order (TO) under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Ombudsman will review the complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered consistent with the procedures in the contract. Complaints to the USDA Forest Service Ombudsman must be forwarded to:

Acquisition Management, Procurement Policy, Washington Office
1400 Independence Ave., SW
Washington, D.C.
20250-0003
Phone: (800) 832-1355
Email: SM.FS.WOProcPolicy@usda.gov

C.18 CLAIM SETTLEMENT AUTHORITY

Claims shall be addressed to the Agency Contracting Officer ordering the product. All claims resulting from USFS orders shall be submitted to the Contracting Officer designated on the SF1449 unless otherwise formally reassigned to another Contracting Officer. For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this contract, and limits set by the incident agency.

C.19 HARASSMENT FREE WORKPLACE

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov/

Firearm / Weapon Prohibition - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this contract. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi-purpose tools such as a Leatherman® tool.

C.20 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 may 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.

C.21 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C.22 DOL WAGE DETERMINATION

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor.

DOL WAGE DETERMINATION NO. 1995-0221, REV. 48 DATED 7/16/2018

This statement is for information only: It is not a wage determination.

<u>Employee</u>	<u>Wage</u>
07041 Cook I (Western Region)	\$12.13
07042 Cook II (Western Region)	\$13.68
07130 Food Service Worker (Western Region)	\$10.57
23530 Machinery Mechanic (Western Region)	\$19.52
31364 Truck-driver, Tractor-Trailer (Western Region)	\$19.80

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

Health & Welfare: \$4.54 per hour or \$181.60 per week or \$786.93 per month

Health & Welfare EO 13706: \$4.22 per hour, or \$168.80 per week, or \$731.47 per month

Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 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)

Holidays: 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.) (Reg. 29 CFR 4.174)

CONFORMANCE PROCESS - If the Offeror intends to employ a class of service employee that is not listed above, the Offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The Offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

C.23 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-2)(SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless-

(1) The product cannot be acquired-

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than-

- (i) October 31 of each year during contract performance; and

- (ii) At the end of contract performance.

C.24 PRE-BID/PRE-PROPOSAL CONFERENCE (452.237-71) (FEB 1988)

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential Offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least two (2) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, Offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 1449 of this solicitation be contacted and advised of the number of persons who will attend at least two (2) days prior to the conference.
- (d) The Government assumes no responsibility for any expense incurred by an Offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the Offeror to seek clarification prior to submitting an offer.
- (f) The conference is planned to take place 28 October 2019, 10 days after the Solicitation is released on FedBizOpps and will be held at NIFC in Boise, ID. A conference line will be set up to facilitate persons not available to attend in person. The exact time, location and call in information will be announced shortly on FedBizOpps in an update to this Solicitation.

C.25 POST AWARD CONFERENCE (452.215-73) (NOV 1996)

A post award conference with the successful Offerors is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: NIFC in Boise, ID.

C.26 INSPECTION AND ACCEPTANCE (452.246-70) (FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at: Government specified locations and/or during performance incidents.

C.27 KEY PERSONNEL (452.237-74) (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: 1. Mobile Food Service Unit Manager; 2. Kitchen Manager; 3. Alternate Kitchen Manager; 4. Supervisory Cook for each Mobile Food Service Unit, as Key Personnel for each MFSU offered. 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>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) During the first ninety (90) 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 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.

C.28 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.

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION D - LIST OF EXHIBITS

- EXHIBIT D.1: SPECIFICATIONS / STATEMENT OF WORK
- EXHIBIT D.2: MOBILE FOOD SERVICE REQUEST FORM
- EXHIBIT D.3: MOBILE FOOD SERVICE UNIT INSPECTION FORM
- EXHIBIT D.4: INTERAGENCY MOBILE FOOD SERVICES PERFORMANCE EVALUATION (FORM 1276-E)
- EXHIBIT D.5: DAILY MEAL ORDER/INVOICE-MOBILE FOOD SERVICES (FORM 1276-A)
- EXHIBIT D.5A: DAILY MEAL ORDER/INVOICE-MOBILE FOOD SERVICES, CONTINUATION SHEET (FORM 1276-B)
- EXHIBIT D.6: SAMPLE CONTRACTOR MENUS
- EXHIBIT D.7: SHIFT PROVISIONS/SACK LUNCH OPTIONS
- EXHIBIT D.8: POTABLE WATER STANDARDS
- EXHIBIT D.9: SUPPLEMENTAL POTABLE WATER STANDARDS FOR OTHER THAN POTABLE WATER TRUCKS IN WHICH NWCG STANDARDS D.8 APPLY
- EXHIBIT D.10: HARASSMENT FREE WORKPLACE POLICY
- EXHIBIT D.11: WAGE RATE DETERMINATION - 1995-0221, REV. 48 (7/16/2019)
- EXHIBIT D.12: DEFINITIONS
- EXHIBIT D.13: RESERVED
- EXHIBIT D.14: MFSU DESCRIPTION

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS
EXHIBIT D.1: SPECIFICATIONS / STATEMENT OF WORK

EXHIBIT D.1
NATIONAL MOBILE FOOD SERVICES
SPECIFICATIONS / STATEMENT OF WORK

VERSION 1.8
DECEMBER 20, 2019

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1.1 SCOPE

(a) The scope of this effort is to obtain the services of Mobile Food Service Units (MFSU) 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 Statement of Work (SOW) is to provide appetizing, nutritional, well balanced hot and special meals, sack lunches, hot and cold can meals and supplemental items.

(b) MFSU Requirements - 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.

(c) These 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).

(d) 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.

(e) Ordering Requirements - Any time mobile food services are needed for federal wildland fire incidents in the western United States, the Federal Wildland Fire Agencies, hereinafter referred to as the Government, are obligated to order services from the National MFSU Contractors any time (a) the number of people to be fed is at or above 150 persons per meal and; (b) 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 Contractor can reasonably meet the incident's needs and required time frames. MFSU Contractors will be given the opportunity to provide three meals per day up to their maximum stated capacity, 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). When the Government's needs at an incident exceed the Contractor's stated maximum capacity, the Government may alternatively source meals as required.

(f) Ordering Additional MFSUs - The Government may, at any time, order more than one MFSU Unit to support an incident.

(g) Non-Fire Incidents - MFSU also may be ordered for other types of incidents at the Government's option. State and other federal cooperators may utilize this contract at their option. However, the ordering procedures in Section C.8 will be followed for all orders.

(h) Hot Food and Beverage Containers - The Government, at its option, may order hot meals and/or cold breakfast to be prepared and placed in Government furnished food and drink containers (Hot Beverage Container NFES 0244 and Hot Food Container NFES 0246).

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

(i) Supplemental Items - 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.

(j) Availability - During an MFSU's Mandatory Availability Period (MAP), the Contractor is required to provide availability status, via email to the Contracting Officer (CO) at larry.robillard@usda.gov and the Incident Support Branch at fsaqmisb@usda.gov, daily by 1000 Mountain Time for each MFSU. Failure to provide daily notification during an MFSU's MAP will result in the MFSU being recorded as unavailable status. The Contractor is required to notify the National Interagency Coordination Center (NICC) via email at NICC_Equipment@blm.gov and the CO at larry.robillard@usda.gov, in writing by email any time their MFSU is unavailable for dispatch. On January 1 of each calendar year (start of each Option period), all MFSUs, including CWN MFSUs, will be considered unavailable until the Contractor notifies NICC and the CO by email of their availability status and physical location of the MFSU. To be considered for an assignment, outside of an MFSU's MAP, the resource is required to be physically located at either their DDP or the Company's Headquarters (defined as the company's regular operating physical address as stated in Block 17 on Standard Form 1449) and have emailed their availability status to NICC and the CO. The Contractor must notify NICC and the CO via email if the physical location of the MFSU changes. Failure to provide daily notifications during an MFSU's MAP may result in a poor past performance evaluation and/or suspension of the unit. The intent of this contract is to have MFSUs available to the Government during MAPs. CWN MFSUs are not required to provide daily status updates. The Government reserves the right to periodically verify the availability and location of all units.

(k) Unavailability - The Contractor shall notify NICC and the CO of any unavailable status, in writing, at any time. A Contractor with excessive unavailability during their MAP (20 percent or greater) may result in poor past performance evaluation, temporary suspension of the unit, and risk not receiving a renewal of their next Option Year resulting in that MFSU's removal from the contract. When a Contractor is unavailable during their MAP, the length of their unavailability shall be deducted from the total amount of their minimum annual guarantee under this contract. The amount of the deduction will be based on the daily rate. CWN MFSUs are required to provide unavailability status to assist NICC in contacting only the available CWN MFSUs. CWN MFSUs do not have an excessive unavailability requirement. The Contractor is not obligated to accept orders if they have emailed NICC and the CO of their unavailability in advance of the placement of an order. The Government is not obligated to offer orders to MFSUs that are in unavailable status or under temporary suspension.

(l) Vacant Designated Dispatch Points (DDPs) - DDP locations where an MFSU has not received a renewal of the next Option Year, resulting in removal from the contract, may be individually solicited and a new MFSU may be placed in that DDP for the remainder of the contract Period of Performance. When a DDP becomes temporarily unavailable, the CO may hire CWN MFSUs, non-National contract resources or relocate other National Contract resources to perform the work that would have been performed by the unavailable Contractor at their DDP. In these situations, any CWN MFSU or 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.

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(m) Contractor Evaluations - The designated Government representative is required to complete an Interagency Mobile Food Services Performance Evaluation Form (See Exhibit D.4 and D.4A - Form 1276-E (06/2019)) 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.

(n) Annual Minimum Guarantee (See Section C.10 Minimum and Maximum Contract Amounts)

(1) The contractor is entitled to their annual minimum guarantee amount when their total orders for the contract period (See Section C.5) do not exceed the annual minimum guarantee amount in their contract.

(2) If the unit was available for the entire duration of their MAP, they are entitled to the entire amount of their annual minimum guarantee minus any payments for orders received during the contract period

(3) The contractor may not invoice for their annual minimum guarantee before the end of the annual contract period, effectively the end of the calendar year.

(4) If the annual minimum guarantee is being claimed, the contractor must prepare an invoice and send it to the Contracting Officer for approval.

(5) CWN MFSUs are not eligible for the annual minimum guarantee.

D.1.2 GOVERNMENT FURNISHED PROPERTY

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

(a) Approved single-use, disposable food and beverage containers (NFES 0244 and NFES 0246) when hot or cold meals are ordered.

(b) Electronic versions of the invoices may be obtained by emailing the Contracting Officer.

(c) Containers for grease disposal.

D.1.3 GOVERNMENT FURNISHED SERVICES

(a) Waste Products - The Government will arrange for pick up and disposal of all waste products trash and cooking grease, after the waste products have been placed in the Government provided containers by the Contractor at a Government designated location.

(b) Gray Water - The Government will arrange for removal of waste water from the Contractor's holding facilities.

(c) Dust Control - The Government shall provide for dust control for the main serving area as needed.

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(d) Potable Water - The Government shall deliver potable water to the MFSU, as needed, after the first 480 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.

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

(f) Meal Count

(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 window, or from the self-service breakfast/salad bar, shall be considered a meal. Second helpings at breakfast or from the self-service breakfast/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.

(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.

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

(4) Contractor employee meals will be counted as part of the daily meal count. The Contractor is responsible for notifying the FDUL of the initial employee count and any changes to that number thereafter.

(g) 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.

(h) Fuel Tender - The Government may allow the Contractor to use a Government fuel tender when available. The Contractor shall pay directly via credit card for any costs of these supplies. At times it may be necessary for the Contractor to deduct the cost of petroleum products from payments due on Form 1276-B Daily Meal Order/Invoice - Mobile Food Service Continuation Sheet when no credit card services are available.

(i) 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.

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

(k) Hot and Cold Container Assembly – When available, the Government may provide personnel to assemble the cardboard sections of the hot and cold containers. This service may not be available at all incidents. Requests for help must be sent through the FDUL.

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D.1.4 CONTRACTOR FURNISHED EQUIPMENT, SUPPLIES AND PERSONNEL

The Contractor shall furnish the following:

- (a) All cooking, serving equipment, utensils eating dishes and cups. Utensils shall be heavy 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,
- (b) All equipment, labor, supervision, fuel, electricity and maintenance necessary for the full operation of the MFSU,
- (c) All food and condiments,
- (d) A small weighing scale for spot-checking of minimum weight requirements,
- (e) Hot and cold food thermometers for monitoring of food temperatures,
- (f) Single-use, food-grade gloves for food service personnel,
- (g) Current test strips for checking dish washing sanitizing solution and chlorine residual,
- (h) Phosphate-free, antibacterial liquid soap and paper towels for hand washing facilities,
- (i) 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),
- (j) Appropriate tables and chairs (in good condition), for an eating area that accommodates a minimum of 200 people comfortably,
- (k) Adequate lighting for the serving and dining areas,
- (l) 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,
- (m) Garbage cans with bio-based or bio-preferred liners for the MFSU; to include all peripheral food handling, preparation areas and dining area,
- (n) Refrigeration and freezer units for the storage of meat and other perishables.
- (o) Dry storage unit for non-perishable food and dry goods, Clean, rodent, insect and dust-free trailer for all non-perishable food, lunch items, and dry goods. Food storage shall meet all applicable Federal, State, and local laws and regulations.
- (p) A minimum of 500 gallons potable water storage capacity and initial supply of 480 gallons of potable water,
- (q) A minimum of 1,000 gallons of gray water storage capacity,

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(r) Living accommodation for Contractor's personnel shall be a reasonable distance from the kitchen area, designated by the FDUL,

(s) 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,

(t) 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,

(u) 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.

D.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:

(a) Immediately report to the FDUL or Logistics Section Chief (LSC) to verify setup location upon arrival at the Incident site.

(b) All equipment shall be in acceptable condition and meet minimum equipment requirements. The Government reserves the right to reject equipment that is not in a safe or operable condition. Rejection of equipment may result in the release of the contractor from the incident. If a contractor is released due to non-compliance before serving the first meal, they will not be entitled to payment for mileage and the first meal as specified in Sections C.12(a)(2) and C.12(b)(2). The Government may allow the Contractor to correct minor deficiencies within 24 hours upon arriving at the incident. Repairs to equipment shall be made and paid for by the Contractor. At the Contractor's request, the Government may, at its option, make repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payments to the Contractor. No payment will be made for time the equipment was not available.

(c) 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 4:00 a.m. and 12:00 a.m. The logbook shall be made accessible to the Government and Health Authorities at all times.

(d) Contain all grease products.

(e) 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.

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(f) 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.

(g) Ensure 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.

(h) Ensure each MFSU has Key Personnel, Certified Food Protection Manager and Supervisory Cook with a Certificate of Completion for Certified Food Protection Manager in food service management, handling, and sanitation training.

(i) 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.

(j) 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.

(k) Ensure that only those Contractor employees essential to the mission remain at the Incident.

(l) Provide rodent, insect and dust control in all areas within the MFSU where food is stored, prepared, served or eaten.

(m) 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. 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.

Note: During the Option Periods, evaluation forms from the current & previous year shall be kept with the MFSU at all times.

(n) Food shall be prepared and cooked inside enclosed units, with the exception of food cooked and served from FDUL approved outdoor barbecues. 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.

Note: Barbecues will be allowed if the FDUL inspects and approves the use based on the sanitary condition of the equipment.

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(o) The Contractor shall perform one microbiological test for total coliform bacteria upon arrival at the incident and once every 30 days afterwards. The Contractor shall be responsible for performing and paying for these routine tests. 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.

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.

D.1.6 MINIMUM MOBILE FOOD UNIT EQUIPMENT REQUIREMENTS

(a) Mobile Food Service Unit

A MFSU meeting all responsibilities cited in Exhibit D.1 Section D.1.15 Contractor Responsibilities shall consist of trailers where the cooking is done, sandwiches and salads are prepared, lunches are assembled, and where refrigerated fresh and frozen food and dry goods are stored. Each MFSU shall be capable of feeding 1,200 persons at breakfast and dinner at the minimum rate of 350 persons per hour and 1,500 Shift Provisions/Sack Lunches. Listed below are the minimum equipment requirements for a MFSU. Minimum equipment requirements will be evaluated in accordance with Section E of the solicitation.

(1) Mobile Food Service Unit (Including All Peripheral Equipment):

(i) 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 rodent, 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.

(E) Food contact surfaces shall be constructed of stainless steel, high-pressure laminated plastics or other food grade material. These surfaces must be kept free of cracks, cuts, and other obstructions that would

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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 coved. 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.

(ii) Steam Table (Electric or Gas):

(A) Shall be capable of holding at least 4 full sized hotel pans (12" x 20").

(B) Shall be capable to maintain hot food at a minimum of 140° F.

(C) Steam tables shall be used for serving only and shall not be used in eating area tents at any time.

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

(A) 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) 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.

(iv) One (1) food preparation sink:

(A) The minimum dimensions shall be 15" x 19" x 7".

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(B) Shall be dedicated to food preparation only.

(C) Shall be maintained the same as any other food contact surface.

(v) Hand Washing Sinks for Contractor Personnel:

(A) Shall be provided within all food preparation, cooking, serving and ware washing area(s).

(B) Must have permanent plumbed sink fixtures.

(C) Hand Washing Sinks are to be used for hand washing only, and shall be labeled as such

(D) Shall be provided with hot and cold water, paper towels and antibacterial/phosphate free soap.

(vi) Hand Washing Sinks for Incident Personnel:

Each individual mobile hand washing station shall have the following:

(A) Minimum eight (8) sinks per unit.

(B) Minimum 400 hundred gallons potable water holding capacity. Potable water tank shall be constructed of food grade safe, non-corrosive and nonabsorbent material, 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 and accessible 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").

(C) Potable Water Pump - Potable water pumps shall be constructed of food grade materials meeting National Sanitation Foundation (NSF) 61.

(D) Minimum 400 gallons gray water holding capacity with the size and description stenciled in letter no less than 4 inches high (for example: "400 GAL. GRAY WATER").

(E) 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.

(F) One paper towel dispenser and one phosphate-free liquid soap dispenser for every two sinks.

(G) Mirrors are optional.

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(H) Adequate self-contained outside lighting for use of the hand washing station in darkness.

(vii) 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) All exhaust hood ventilation systems shall be equipped with an NFPA approved automatic fire extinguisher system.

(C) Grease filters shall be constructed from stainless steel, aluminum or other (NSF approved material), and be readily accessible for cleaning.

(viii) Waste Receptacles shall be readily accessible, smooth, non-absorbent and easy to clean.

(ix) Storage of cleaning supplies, insecticides and clothing shall be completely separate from food storage and food preparation areas.

(x) Sneeze guards shall be provided for all self-service food serving lines.

(2) Refrigeration/Freezer Storage Unit(s):

(i) 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 for temporary storage. Adequate access must be provided; walking on pallets is not acceptable access.

(ii) Adequate refrigeration storage space, capable of maintaining stored food at a temperature of 41° F or lower and adequate freezer storage space capable of maintaining frozen food at 0° F is required.

(iii) 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.

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

(3) Sandwich Preparation Trailer:

(i) Shall maintain a temperature of 72° F or less.

(ii) Shall provide rodent, insect and dust control.

(iii) May be used for Shift Provision/Sack Lunch assembly.

(4) Shift Provision/Sack Lunch Assembly Trailer:

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- (i) Shall maintain a temperature of 72° F or less during sack lunch assembly.
- (ii) Shall provide rodent, insect and dust control.

(5) Salad Bar Area:

- (i) Shall be located in enclosed trailers or tents with sides and doors capable of providing effective protection from rodents, insects and dust. If tent is utilized for the salad bar area, flooring shall be used for keeping dust to a minimum.

(6) Potable Water Storage Tank – Equipment:

- (i) Minimum of 500 gallons of potable water (for kitchen use only) is required.
- (ii) 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: "500 GAL - POTABLE WATER").
- (iii) Minimum of 480 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 Exhibit D.8.

(7) Potable Water Pump - Potable Water Pump - Potable water pumps shall be constructed of food grade materials meeting National Sanitation (NSF 61).

(8) A minimum enclosed storage capacity of at least 1,000 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: "1,000 GAL - GRAY WATER").

(b) 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.

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D.1.7 MINIMUM MOBILE FOOD MEAL REQUIREMENTS

(a) General

(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.

(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 Exhibit D.6 of the solicitation 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.

(3) Pre-cooked, canned, chopped, sliced, diced meats and processed items after the fourth meal shall be listed as such on the menu and approved by the FDUL on a limited basis only.

(b) Standard Menu Requirements:

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

(1) Hot Breakfast

- (i) Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product or powdered eggs).
- (ii) Meat - 4 oz. (raw weight).
- (iii) Bread – 1 to 1 ½ oz.
- (iv) Pancakes, French Toast or Waffles or equivalent– 3 to 4 oz.
- (v) Potatoes - 6 oz. or equivalent starch.
- (vi) Milk - 1/2 pint.
- (vii) Fresh or Canned Fruit - (no apples or oranges).
- (viii) Chilled 100% Fruit Juice – minimum 5½ oz.
- (ix) Cooked Cereal - 6 oz.
- (x) Yogurt – minimum 4 oz.

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(2) Hot Container Breakfast - Hot Container 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.

(3) Cold Container Breakfasts - Cold Container Breakfasts shall be packed using Government furnished containers. A cold container breakfast shall contain the following items:

- (i) Dry Cereal - 2 individual serving boxes, minimum of 3/4 oz. each.
- (ii) Breakfast Protein Item - One or more items with a combined weight of 8 oz.
- (iii) Milk - 1/2 pint.
- (iv) Bread or equivalent starch - 5 oz.
- (v) Fresh (no apples or oranges) or Canned Fruit - 5½ oz.
- (vi) 100% Fruit Juice – minimum of 5½ oz.
- (vii) Yogurt – minimum of 4 oz.

(4) In addition to the above, the items listed below shall be made available for the breakfast meals including hot and cold container meals:

- (i) Butter, 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.
- (ii) Salt, pepper, mustard, ketchup, steak sauce, salsa, hot peppers, brown sugar, raisins or other dried fruit, shall be provided in approved dispensers or original bottles in the dining tent area.
- (iii) Appropriate items for hot and cold container breakfast will be determined and approved by the FDUL.
- (iv) Brewed coffee and hot water for hot and cold container breakfasts shall be included at no additional cost if ordered by the FDUL.

(5) Shift Provisions/Sack Lunch:

- (i) Regular, vegetarian, and special meal Shift Provisions/Sack Lunches shall be provided as ordered by the FDUL, and prepared at incident.
- (ii) Vegetarian Shift Provisions/Sack Lunches shall be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular Shift Provisions/Sack Lunches. Non-meat protein substitutes such as vegetarian lunch meats require FDUL approval. 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

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and dairy products. Sub categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

(iii) The Shift Provisions (formerly known as sack lunch) consist of the primary entrée, seven shift food item categories (see table below) and the fruits and vegetables. The term Shift Provisions/Sack Lunches is used to support the idea of multiple eating episodes throughout the shift rather than items to supply a lunch during the work shift. In preparation of Shift Provisions/Sack Lunches, no two items in each category shall be the same. To ensure variety, shift food items shall not be repeated in a three day period.

(iv) Shift Provisions/Sack Lunches shall consist of the following items:

(A) Primary Entree – 1 Sandwich/Wrap

1. The sandwich/wrap shall contain a minimum of 1.5 oz. of bread or bread equivalent. This is equivalent to two slices of bread or one tortilla.
2. The meat sandwich/wrap as a whole shall contain a minimum of 3 oz. protein with a minimum of 2 oz. sliced whole muscle or variety meat and a minimum of 1 oz. cheese or a combination of the 2 proteins. (no artificial cheese product).
3. The vegetarian sandwich/wrap shall contain two different non-meat proteins totaling a minimum of 3 oz. (no artificial cheese products).
4. Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.

(B) Shift Provisions: Contractors shall select one item from each category listed. These items are to be included in packaging along with the primary entrée. To ensure variety, shift food items shall not be repeated in a three day period. The table below outlines each food category.

<u>Category</u>	<u>Specifications</u>	<u>Examples</u>
Food Bar	<p>Ideal Nutrient Content:</p> <ul style="list-style-type: none"> - 150 - 300 Calories - 15 - 30g carbohydrate - 10g protein 	R Bar; Rx Bars; Kind Protein Bars, Clif bar, Nugo Bar, Tahoe Trail Bar, Premier Protein bar, Cliff Builders bar, Jimmy Protein bar, Kirkland Protein bar, NV Protein Chewy bar or Equivalent commercially prepared item.
Snack Bar	<p>Must provide a minimum of the following:</p> <ul style="list-style-type: none"> - 100 - 200 Calories - 25 - 30g carbohydrate 	Kind Bars; Nutri-grain Bars; Nature Valley Bars, Nature valley Fruit and Nut Bars bar or Equivalent commercially prepared item.

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Candy/Cookie/Desert	Must provide a minimum of the following: - 150 - 300 Calories - 15 - 30g carbohydrate	Candy Bars such as Snickers, Twix, Skittles; Grandma's Cookies; Lenny & Larry's The Complete Cookie bar or Equivalent commercially prepared item.
Chips/Pretzels/Crackers	Must provide a minimum of the following: - 100 - 250 Calories - 20 - 30g carbohydrate	Baked potato chips; Pretzels; Individual bags of crackers bar or Equivalent commercially prepared item.
Alternative Protein	Must provide a minimum of the following: - 50 - 200 Calories - > 5g protein	Tuna, beef or turkey jerky, hard-boiled eggs, roasted chickpeas, hummus, nut butters, bar or Equivalent commercially prepared item.
Nuts/Seeds/Trail Mix	Must provide a minimum of the following: - 200 - 300 Calories - < 25g carbohydrates - > 5g protein	Trail mix packets, almonds, cashews, peanuts, macadamia nuts, sunflower seeds bar or Equivalent commercially prepared item.
Trial Item	Must provide a minimum of the following: - 150 - 300 Calories - 15 – 30 g carbohydrate	May include a variety of food items and types including examples listed above and other miscellaneous items which meet specifications.

(C) Fresh Fruit and Vegetables – Contractors shall select 3 items from this category (to include at least one fruit and one vegetable). These items will be included with the shift provisions and either contained in a re-sealable bag, container, or by itself. To ensure variety, shift food items shall not be repeated in a three day period. Acceptable whole fruits and vegetables are listed in the tables below. The sizes were taken from Choice Plus, Publication Number FCS-297, a joint publication of USDA and the National Food Service Management Institute at The University of Mississippi.

1. Fresh Fruit - Items listed with quantity needed to credit as a ½ cup serving minimum.

Fruit Name	Minimum Size	Fruit Name	Minimum Size
Apple	100 Count, 3 ⅛" diameter (1 apple)	Nectarine	88-96 count, 2" – 2 ¼" diameter (1 nectarine)
Apricot	Medium (16 per lb.), fresh (2 whole apricots)	Orange	138 count 2 ¾" to 3 ¼" diameter (1 orange)
Avocado	1 avocado	Peach	fresh, 80 count (1 peach)
Banana	150 count, 7" - 7 ⅞" (1 whole banana)	Pear	fresh, 150 count (1 pear)

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Blueberries	Medium size (roughly 65 to 95 berries per ½ cup)	Plum	black/red, 2 inch diameter (1 plum)
Cherries	Fresh (14 cherries)	Raspberries	62 g or roughly 15 raspberries
Dates	3.5 oz. or roughly four pitted	Strawberries	Fresh, roughly 4 strawberries
Grapes	Fresh, seedless, (14 whole)	Tangerine	One large (2 ¾" diameter) or two small

2. Fresh Vegetables - Items listed with quantity needed to credit as a ½ cup serving minimum.

Vegetable Name	Minimum Quantity	Vegetable Name	Minimum
Broccoli florets	4-5 florets	Peas, Snap/Snow	7 whole pea
Carrots	9 baby carrots – 2 inches length	Peppers, Bell	Equivalent to 1 whole bell
Celery	6 – 3" sticks	Tomatoes, Cherry	6 cherry tomatoes
Cucumber	6 – 3" x ¾" sticks	Radishes	3 whole radishes

(D) Condiments - Four individual factory-wrapped packets of condiments appropriate for the items being served.

(E) Paper Napkin and Pre-Moistened Towelette - Two each.

(6) Hot Dinners

(i) Primary entrée/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.
- Buffalo – 10 oz. (boneless) or 14 oz. (bone-in)

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

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Exhibit D.1 Section D.1.7(g). 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) Second Entrée (Non Meat) – Shall contain 4 oz. or more of non-meat protein referenced in Exhibit D.1 Section D.1.7(d).

(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.

(G) Dessert - 4 oz.

(H) Self-Service Salad Bar shall contain:

- Seven salad toppings, including five fresh vegetables and two other toppings
- One tossed green salad with equal amounts of three types of leafy vegetables,
- Two prepared salads,
- One fresh fruit or fruit salad,
- Five types of salad dressings (regular and/or low/non-fat),
- Three salad condiments.

(7) Hot Container Dinners

(i) Primary entrée 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.

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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 Exhibit D.1 Section D.1.7(g). 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) Second Entrée Non Meat Protein - Shall contain 4 oz. or more of non-meat protein referenced in Exhibit D.1 Section D.1.7(d).

(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.

(G) Dessert - 4 oz.

(H) Two salads - 4 oz. each

- One tossed green salad with equal amounts of three types' leafy vegetables with five fresh vegetable salad toppings and five types of salad dressings (regular and/or low/non-fat).
- One prepared salad.

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

(i) Butter, margarine, jelly or jam, peanut butter, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged.

(ii) Salsa, hot peppers, mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area.

(iii) Appropriate items for hot container dinners will be determined by the FDUL.

(iv) Brewed Coffee, Hot Water, Cold Drinks and Ice Tea for hot container dinners shall be included at no additional cost if ordered by the FDUL.

(c) Twenty-Four Hour Service Bar

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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 costs for these items are calculated in the daily meal prices.

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

(i) 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.

(ii) 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 and flooring.

(2) Hot Water

(3) Hot Chocolate

(4) Tea Bags (regular and decaffeinated)

(5) Cold Drinks

(6) Iced Tea (regular and decaffeinated)

(7) Dry Cereal

(8) Milk

(d) Menu Variety

Contractor Bi-Weekly Menus 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 shift provisions, fruit, snacks, juices and other meal items served. Menus may include a wide variety of recipes.

If meat is an ingredient of a pre-cooked item, the meat portions per meal must meet the meat quantity standard defined in Exhibit D.1 Section D.1.7(b) Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey or casseroles may be used if approved by the FDUL. The following are examples of variety options:

(1) Meat

(i) Beef

- Steaks - rib, loin, T-bone, New York, sirloin, filet and pepper steak.
- Roast - Prime rib, pot roast.
- Short Ribs.
- Ground Beef - meat loaf, meatballs and ground beef patties.

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(ii) Pork

- Chops - loin cut, spare-ribs, country style ribs.
- Roast – sirloin, loin, tenderloin, or pulled pork.
- Ham.
- Sausage – links or patties.
- Bacon.

(iii) Lamb

- Chops.
- Roast .

(iv) Poultry

- Whole pieces (such as breast, thigh or leg).

(v) Fish - fillets or steaks.

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

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

(viii) Buffalo – Roast and burger.

(2) Eggs - Fried, hard-boiled, poached, omelets or scrambled.

(3) Bread and Equivalent Starches – white, whole wheat, 7-grain, rye, pumpernickel, French, garlic, biscuits, muffins, rolls, croissants, bagels, donuts, cornbread, sourdough, tortilla, and pita pockets as requested by FDUL.

(4) Breakfast Hot Starch - Pancakes, French Toast, Waffles or equivalent to include crepes, Mexican coquilles or quesadillas.

(5) Dry Cereal - Varieties of flaked, toasted, or baked cold cereals and granola.

(6) Hot Cereal - Oatmeal or grits, Cream of Wheat®.

(7) Fresh Fruit - oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons.

(8) Fresh Vegetables - broccoli, cauliflower, asparagus, corn, peas, green beans, mixed vegetables.

(9) Non-Meat Protein for Dinner- BBQ beans, vegetarian patty, vegetarian hot dog, Tofu, soybean product, tempeh, quinoa, hummus and assorted beans/legumes.

(10) Potatoes and Equivalent Starches - baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, sweet potatoes, yams and macaroni and cheese.

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- (11) Juice – 100% Juice: orange, tomato, grape, V8® type, apple, cranberry, or pineapple.
- (12) Sandwich/wrap Meat and/or Cheese - ham, corned beef, roast beef, turkey, pork, beef pastrami, chicken, salami, sausage, cheddar, Swiss, or other natural cheeses.
- (13) Vegetarian Sandwich/Wrap Equivalent– Peanut Butter, hummus, quinoa, cheese, beans, vegetarian patty, tofu entrees, and bean burritos.
- (14) Salad Bar -
- (i) Fresh Salad Toppings - carrots, mushrooms, celery, onions, cauliflower, sweet bell peppers, broccoli, beets, peas, tomatoes, cucumbers, squash, avocado.
 - (ii) Other Salad Toppings – black, kidney, garbanzo or pinto beans; cheese, cottage cheese, eggs.
 - (ii) Prepared Salads - macaroni, carrot and raisin, potato, pea, coleslaw, fruit, rice or pasta salads.
 - (iii) Tossed Salad Greens - romaine, endive, iceberg, green leaf, red leaf, butter, spinach, or cabbage.
 - (iv) Fresh Fruit - melons, peaches, grapes, bananas, strawberries, pears, or seasonal fruit.
 - (v) Salad Dressings - regular and low/non-fat French, Ranch, Italian, Vinaigrette, Thousand Island, Blue Cheese or other acceptable varieties.
 - (vi) Salad Condiments - croutons, wheat nuts, sunflower seeds, pumpkin seeds, crackers and taco chips, bread sticks, olives, pickles, or other fresh pickled or marinated vegetables.
- (15) Dessert - cakes, cookies, pies, cobblers, puddings, pastries or ice cream.
- (16) Tea - black, herbal, green, and spiced. Flavored tea may be served in addition to regular tea at the Contractor's option.
- (17) Milk - white, (Whole, 2%, Skim, Rice, Almond, Soy), and Chocolate.
- (18) Snack Varieties – Granola bar, Energy bar, Trail mix, Candy, Beef or Turkey Jerky or Sticks, Bagel, , Crackers, Nuts, Sandwich Crackers, , Chips, Fruit or Vegetable Squeeze Pouch, Dried Fruit, Granola, Dill Pickle Pack, Fruit Straps, Fruit Bars, Single Serving Peanut Butter Pouch, Pretzels, Seeds, Graham Crackers, Cookies, Cheese.
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.

(e) Cooking Requirements:

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(1) All foods shall be cooked in accordance with the requirements stated below and identified in the current FDA Food Code to minimize health hazards.

(i) 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.

(ii) Whole Muscle Beef - Roast beef and steaks for sandwiches shall be well done. Roast beef and steaks for dinner meals may be medium rare to well done, as approved by the FDUL.

(iii) 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.

(f) Serving Container Requirements:

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

(2) Juice - Shall be available in individual pop-top cans, non-crushable paper/foil-type containers and re-sealable plastic bottles. Approved dispensers may be used.

(3) Yogurt – shall be in individual factory packaged serving containers.

(4) 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.

(5) 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.

(6) 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.

(7) Dry Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

(g) Food Quality Standards:

(1) Beef, Buffalo, Pork, Poultry, and Fish:

The term “whole muscle” in this section shall mean whole muscle or sliced from whole muscle. Beef, buffalo, pork, poultry, and fish, shall not contain additives in raw products. 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%.

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- (i) 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).
 - (ii) Buffalo - Fresh or fresh frozen whole/full muscle USDA inspected with 1/4 inch trim.
 - (iii) 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.
 - (iv) Beef for Shift Provisions/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 ground beef products shall 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 not appear to have a "green sheen".
 - (v) 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).
 - (vi) Cornish Game Hens - Whole/full muscle, USDA inspected, need not be USDA Grade A.
 - (vii) 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 soy additives, or chunked, chopped and/or formed product allowed.
 - (viii) 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.
 - (ix) Fish - Whole muscle steaks or fillets. No chunked, chopped, formed, pressed or imitation product allowed.
- (2) Dairy Products - Pasteurized, USDA Grade A or better.

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(3) Cheese - Natural cheese. No imitation cheese, cheese product, cream cheese, cheese food, or cheese spread allowed except in factory wrapped - commercially available products like burritos, chimichangas, etc., used for lunches and cold can breakfast.

(4) Fresh Shelled Eggs - USDA inspected, Grade A.

(5) Frozen or Liquid Whole Egg(s) - USDA inspected and pasteurized. No egg product or powdered eggs.

(6) Canned Vegetables - US No. 1 or equivalent (top label).

(7) Canned Fruits - US No. 1 or equivalent (top label).

(8) Fresh Fruits and Vegetables - First Quality. When grading is available, fruit in the shift food provisions 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.

(9) Frozen Fruits and Vegetables (All Meals) - Grade A.

(10) Juice - 100% fruit juice, 100% fruit juice blend; 100% vegetable juice. All juice must be pasteurized.

(11) Dry Cereal (Breakfast) - Vitamin enriched.

(12) Bread – Whole grain or enriched.

(13) Coffee - High quality, Columbian or better.

(14) Tea - High quality.

(15) Oil - Pure vegetable oil and/or olive oil, no trans-fats.

(16) Prepared Salads - High quality.

(17) Canned Tuna Fish - Chunk Light Tuna, Dolphin-safe, and water packed.

(18) Shift Food Items - Factory-wrapped or re-sealable individually wrapped by the contractor at the incident. All ingredients shall be listed on the label for easy identification.

D.1.8 PACKAGING AND MARKING

(a) Shift Provision/Sack Lunches - General:

(1) Shift Provisions/Sack Lunches shall be bagged in heavy-duty paper sacks, minimum 35 # weight, to protect the food.

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(2) The Government must be able to distinguish between vegetarian and regular Shift Provisions by use of different colored bags. Brown bags shall be used to designate regular lunches.

(3) Individual Shift Provisions/Sack Lunches shall be packed in cardboard boxes holding exactly 10 Shift Provision/Sack Lunches in each box. A consume by date shall be written on the cardboard box.

(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).

(5) Sandwiches ordered as supplemental items shall be individually wrapped in a re-sealable sandwich bag.

(6) Snack items must be individually wrapped with labels that clearly list all ingredients contained in the package for identification of food allergens.

(b) Shift Provision/Sack Lunch and Supplemental Sandwiches:

(1) The FDUL shall determine how long Shift Provisions/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) Shift Provisions/Sack Lunches shall be marked "Consume by (date and time; i.e. mm/dd, 00:00)."

(3) Supplemental Meat and Non Meat Sandwiches – Shall be stamped or labeled "Prepared on (date and time; i.e. mm/dd, 00:00)".

(c) 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) Equipment Marking:

(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 four inches in height.

(2) Potable Water Tanks - All potable water tanks shall have the size and use labeled on them in a conspicuous place with letters no less than 4 inches in height (for example: "500 GAL - POTABLE WATER").

(3) Gray Water Bladder Bags/Storage Containers - All gray water bladder bags/storage containers used shall have the size and use labeled on them in a conspicuous place with letters no less than 4 inches in height (for example: "1000 GAL - GRAY WATER").

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(4) Hoses - All hoses shall be labeled at both ends to identify their use (i.e., gray or potable).

(e) 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 container meals shall only be packed in Government furnished hot food containers (NFES 0244) and beverage containers (NFES 0246). All hot/cold food containers shall be labeled with food contents and portion size. Food for hot/cold container 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 containers to remote camps.

(f) 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.

Note: Shift Provision/Sack Lunch or hot/cold can spreads, such as vendor made sandwich/wrap spreads, homemade burritos, etc. need to be labeled for content due to allergy or special diet needs.

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D.1.9 PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL
Ex. D.1-D.1.4 - Contractor Furnished Equipment, Supplies and Personnel	Supplies Equipment and Personnel meet operational needs of the MFSU and are available at all times.	All items must be available at all times.
Ex. D.1-D.1.5 - Contractor Responsibilities	Contractor performs in a professional, cooperative and workmanlike manner and provided all supplies and services as specified.	Standards must be met at all times.
Solicitation Sec. C.7(b)(6) – Agreed Upon Delivery Schedule and Timely Performance.	Delivery of MFSU first meal on time.	Standard must be met at all times.
Ex. D.1-D.1.6 & D.1.7 - Equipment Requirements and Feeding Rates	Equipment and feeding rates meet 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.
Ex. D.1-D.1.7(a)(2) – Minimum Mobile Food 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.	Standards must be met at all times.
Ex. D.1-D.1.7(b) - Standard Menu Requirements	Food meets quantities standards.	Standards must be met at all times.
Ex. D.1-D.1.7(c) - Twenty-Four Hour Service Bar	All required items are available 24 hours/day.	Standards must be met at all times.
Ex. D.1-D.1.7(d) - Menu Variety	Bi-weekly menus provide variety on a daily basis as to the types of meat and bread used in sandwiches, other shift provisions, fruit, snacks, juices and other meal items served. Menus may include a wide variety of recipes.	Variety standards must be met at all times.
Ex. D.1-D.1.7(e) - Cooking Requirements	All food is cooked in accordance with stated requirements and as identified in the current FDA Food Code to minimize health hazard.	Foods shall be cooked in a way to meet the FDA Food Code at all times.
Ex. D.1-D.1.7(f) - Serving Container Requirements	Milk, juice, desserts, salad dressings, condiments, bread and dry cereal is served and available as specified.	Standards must be met at all times.
Ex. D.1-D.1.7(g) - 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.	Standards must be met at all times.
Ex. D.1-D.1.8 - Packaging and Marking	Contractor met packaging and labeling standards.	Standards must be met at all times.
Ex. D.1-D.1.5(m) - Quality Control Plan and Inspections	The Contractor provided and maintained inspection system acceptable to the Government.	Performance is maintained at no less than an acceptable level at all times.
Ex. D.1-D.1.5(h) - Key Personnel	Key Personnel are available at the incident at all times.	Key Personnel or Alternate must be available at the incident at all times.

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EXHIBIT D.2: MOBILE FOOD 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 (Dinner will always be the first meal served)

Date of first meal: _____ Time of first meal: _____ Estimated number for the first three meals: _____

1st meal: _____ ☐ Dinner

2nd meal: _____ ☐ Hot Breakfast

3rd meal: _____ ☐ Shift Provisions/Sack Lunches

This Block for National Interagency Coordination Center Use Only

Actual agreed upon Date/Time first meals are to be served: Date: _____ Time: _____

(Minimum guaranteed payment is based on these estimates, see Section C.15):

1st meal: _____ ☐ Dinner

2nd meal: _____ ☐ Hot Breakfast

3rd meal: _____ ☐ Shift Provisions/Sack Lunches

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) ☐

This Block for National Interagency Coordination Center Use Only

Actual agreed upon Date/Time Mobile Shower Unit to be operational: Date: _____ Time: _____

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D.3: MOBILE FOOD SERVICE UNIT INSPECTION FORM

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

Performance Item	Performance Standard	Pass/Fail or Needs Improvement
Ex. D.1-D.1.4 - Contractor Furnished Equipment, Supplies and Personnel	Supplies Equipment and Personnel meet operational needs of the MFSU and are available at all times.	
Ex. D.1-D.1.5 - Contractor Responsibilities	Contractor performs in a professional, cooperative and workmanlike manner and provided all supplies and services as specified.	
Sec. C.7(b)(6) - Agreed Upon Delivery Schedule and Timely Performance.	Delivery of MFSU first meal on time.	
Ex. D.1-D.1.6 & D.1.7 - Equipment Requirements and Feeding Rates	Equipment and feeding rates meet minimum requirements.	
Ex. D.1-D.1.7(a)(2) - Minimum Mobile Food 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.	
Ex. D.1-D.1.7(b) - Standard Menu Requirements	Food meets quantities standards.	
Ex. D.1-D.1.7(c) - Twenty-Four Hour Service Bar	All required items are available 24 hours/day.	
Ex. D.1-D.1.7(d) - Menu Variety	Bi-weekly menus provide variety on a daily basis as to the types of meat and bread used in sandwiches, other shift provisions, fruit, snacks, juices and other meal items served. Menus may include a wide variety of recipes.	
Ex. D.1-D.1.7(e) - Cooking Requirements	All food is cooked in accordance with stated requirements and as identified in the current FDA Food Code to minimize health hazard.	
Ex. D.1-D.1.7(f) - Serving Container Requirements	Milk, juice, desserts, salad dressings, condiments, bread and dry cereal is served and available as specified.	
Ex. D.1-D.1.7(g) - 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.	
Ex. D.1-D.1.8 - Packaging and Marking	Contractor met packaging and labeling standards.	
Ex. D.1-D.1.5(m) - Quality Control Plan and Inspections	The Contractor provided and maintained inspection system acceptable to the Government.	
Ex. D.1-D.1.5(h) - Key Personnel	Key Personnel are available at the incident at all times.	

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D.4: INTERAGENCY MOBILE FOOD SERVICES PERFORMANCE EVALUATION (1276-E)

(Reference: FAR 42.15)

Contractor: _____ Unit No: _____	Contract No: _____ Incident Name: _____ Inclusive Dates: _____	
Ratings: Summarize Contractor performance and circle the descriptive rating corresponding to each rating category. The rating official must provide specific details and comments supporting each rating assigned (see attached rating definitions from FAR Table 42-1).		
Quality of Services	Comments: _____	Exceptional
		Very Good
		Satisfactory
		Marginal
		Unsatisfactory
Equipment	Comments: _____	Exceptional
		Very Good
		Satisfactory
		Marginal
		Unsatisfactory
Schedule: Timeliness of Performance	Comments: _____	Exceptional
		Very Good
		Satisfactory
		Marginal
		Unsatisfactory
Business Relations: Working With Government and Other Contractors	Comments: _____	Exceptional
		Very Good
		Satisfactory
		Marginal
		Unsatisfactory

Form 1276-E (06/2019)

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**EXHIBIT D.4A: INTERAGENCY MOBILE FOOD SERVICES PERFORMANCE EVALUATION
(CONTINUATION SHEET 1276-H)**

Contractor: _____		Contract No: _____	
Unit No: _____		Incident Name: _____	
		Inclusive Dates: _____	

Management of Key Personnel	Comments: _____		
			Exceptional
			Very Good
			Satisfactory
			Marginal
			Unsatisfactory

Key Personnel Performance: Name: _____	Comments: _____
Name: _____	Comments: _____
Name: _____	Comments: _____

Given the choice, would you select this Contractor again? ☐ Yes ☐ No Explain.

Rating Official Name/Title: _____

Signature: _____ Phone Number: _____

Date: _____ E-Mail Address: _____

Contractor Representative Name/Title: _____

Signature: _____ Phone Number: _____

Date: _____

Form 1276-H (06/2019)

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 – KITCHEN UNIT; COPY 2 - CONTRACTOR; COPY 3 – FDUL; COPY 4 – USING AGENCY

SECTION D
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PERFORMANCE RATING DEFINITIONS (FROM FAR 42.15 - TABLE 42-1)

Quality of Services and Equipment

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Schedule: Timeliness of Performance

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Business Relations and Management of Key Personnel

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

All Rating Factors

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. ***Note: It is expected that this rating will be used in those RARE circumstances where contractor performance clearly exceeds the performance levels described as "Very Good".***

**SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

EXHIBIT D.5: 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 Purposes		15. Price Per Meal		16. Totals
Breakfast					Breakfast				\$	\$	
Cold Cntr Breakfast					Cold Cntr Breakfast				\$	\$	
Shift Provisions					Shift Provisions/Sack Lunch				\$	\$	
Dinner					Dinner				\$	\$	
17. SUB-TOTAL FOR MEALS										\$	
18. MINIMUM DAILY GUARANTEE (See Section C.15(a)(2)(v))										\$ 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, HAND WASH 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.

1276-A (03/2014)

ORIGINAL-PAYING UNIT; 1st Copy-CONTRACTOR; 2nd Copy-FDUL; 3rd Copy-USING AGENCY

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D.5A: 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 (Min. 25 qty.)	each					\$	\$
Sandwich - Non-Meat (Min. 25 qty.)	each					\$	\$
Soup	gallon						
Refrigeration Storage Space and Additional Tents and Seating							
Additional Refrigeration Storage Space	Rate/ Cu Ft. (Ft³)					\$	\$
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

1276-B (03/2014)

ORIGINAL–PAYING UNIT; 1st Copy–CONTRACTOR; 2nd Copy–FDUL; 3rd COPY–USING AGENCY

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D.6 SAMPLE CONTRACTOR MENUS

(For Advance Approval by FDUL)

SERVING DATES _____
INCIDENT _____

CONTRACTOR/UNIT _____ **FIRE**

HOT AND HOT CONTAINER BREAKFASTS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
EGGS, fresh (2 or 3) ;or liquid (6oz)											
MEAT, Four (4) oz. Raw Weight Type: Fresh OR Frozen OR Precooked											
BREAD, 1 – 1 1/2 oz. Pancakes, French Toast or Waffles; 3 to 4 oz, AND Potatoes, 6 oz.											
MILK, ½ Pint Whole, 2%, Skim, Rice, Soy, Almond White and Chocolate											
FRUIT, Fresh OR Canned AND 100% Juice, 5 ½ oz.											
CEREAL, Cooked, 6 oz.											
YOGURT, 4 oz.											

PROPOSED BY _____
BY _____

DATE _____
DATE _____

APPROVED

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.

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D.6 SAMPLE CONTRACTOR MENUS, Continued

(For Advance Approval by FDUL)

SERVING DATES _____
INCIDENT _____

CONTRACTOR/UNIT _____

FIRE

COLD CONTAINER BREAKFASTS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
CEREAL, Dry-Cold, Two (2), ¾ oz.											
BREAKFAST PROTEIN ITEM, Minimum 8 oz											
100% JUICE, One (1), Minimum 5 ½ oz.											
MUFFINS OR Equivalent Equal - 5 oz.											
MILK, ½ Pint Whole, 2%, Skim, Rice, Soy White and Chocolate											
FRUIT, Fresh OR Canned 5 ½ oz. OR .											
YOGURT, Minimum 4 oz.											

PROPOSED BY _____
BY _____

Kitchen Manager

DATE _____
DATE _____

APPROVED

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.

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D.6 SAMPLE CONTRACTOR MENUS, Continued

(For Advance Approval by FDUL)

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

HOT AND HOT CONTAINER DINNERS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
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, Rice, Soy, Almond White and Chocolate											
DESSERT, 4 oz.											
SALAD FOR HOT CONTAINER, Two (2) types One (1) tossed green AND One (1) prepared.											
SALAD BAR, One (1) Tossed Green Salad AND Two (2) Prepared Salads AND One (1) Fresh Fruit or Fruit Salad Seven (7) Salad Toppings (5 fresh vegetable, 2 other) Three (3) other salad toppings											

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.

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EXHIBIT D.7 SHIFT PROVISIONS/SACK LUNCH OPTIONS

SHIFT PROVISIONS/SACK LUNCH	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	YES	NO	YES	NO
PRIMARY ENTREE 1- Type: Sandwich/Wrap											
VEGETARIAN PRIMARY ENTRÉE 1- Sandwich/Wrap Non Meat, 4 oz.											
FOOD BAR											
SNACK BAR											
CANDY/COOKIE/DESSERT											
CHIPS/PRETZELS/CRACKERS											
ALTERNATIVE PROTEIN											
NUTS/SEEDS/TRAILMIX											
TRIAL ITEM											
FRESH FRUIT AND VEGETABLES #1											
FRESH FRUIT AND VEGETABLES #2											
FRESH FRUIT AND VEGETABLES #3											

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EXHIBIT D.8: POTABLE WATER STANDARDS

NWCG POTABLE WATER TANK SPECIFICATION (Revised 10/20/17)

Equipment Requirements

The potable water system, including filling hose and lines, pumps, tanks, and distributing pipes, shall be separate and distinct from other water systems.

Potable water tanks shall be:

- (a) Used exclusively for drinking water. Do not use containers from non-food products. 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) Made of non-toxic, non-corrodible/nonabsorbent 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

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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.

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Pumps

Pumps shall be made of food grade materials meeting NSF International Standard 61. Only potable/food grade water 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 and bearings must be constructed from food grade materials or materials meeting NSF International Standard 61 and must be smooth, non-porous, and corrosion resistant. Lubricants must be food grade or a material meeting NSF International Standard 61. The Contractor shall have available at all times the manufacturer's product data sheet that demonstrates the materials in the pump housing are made of food grade material or states the pump is suitable for Domestic, Sanitary or Potable water use.

Note: Unacceptable Pumps: Any pump using non-food grade lubricant, seals or bearings; porous, pitted or corroded impellers or impeller chamber surfaces; cast iron pumps; petroleum lubricated pumps.

Hoses, Fittings, Valves and Similar Equipment

Hoses, Fittings, Valves and Similar Equipment shall have a smooth interior surface made of food-grade standard materials or materials meeting NSF International Standard 61; 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.

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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 unless requested otherwise by the incident.

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.

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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 price, 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.

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EXHIBIT D.9: SUPPLEMENTAL POTABLE WATER STANDARDS FOR OTHER THAN POTABLE WATER TRUCKS IN WHICH NWCG STANDARDS D.8 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.

(a) Equipment Requirements

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.1) standards including tanks, surfaces, hoses, pumps, valves, fittings, and lubricants. Samples for testing shall be obtained from the point of delivery such as, Sinks, Wash Basins, or Showerheads

(b) Other Equipment

Acceptable

Piping and Fittings: Food-grade plastic or acceptable metal (brass, aluminum, stainless steel, copper). No corroded steel, galvanized pipe or black pipe.

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

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

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EXHIBIT D.10: 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 Logistics Section Chief, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust on site who would take action.

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EXHIBIT D.11: DOL WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No: 1995-0221 Revision No: 48 Date of Revision: 7/16/2019

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.

Alaska: Entire state.

American Samoa: 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 Fire Safety services only.

OCCUPATION CODE – TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01613 - Word Processor III		
Alaska		20.37
Continental U.S.		20.37
Hawaii and American Samoa		20.13
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		28.76
Hawaii and American Samoa		19.10
Midwestern Region		22.69
Northeast Region		21.30

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Southern Region	19.85
Western Region	22.97
05220 - Motor Vehicle Mechanic Helper	
Alaska	20.80
Hawaii and American Samoa	14.70
Midwestern Region	14.71
Northeast Region	16.60
Southern Region	12.80
Western Region	15.56
07000 - Food Preparation and Service Occupations	
07010 - Baker	
Alaska	17.28
Hawaii and American Samoa	17.25
Midwestern Region	14.48
Northeast Region	16.42
Southern Region	11.82
Western Region	18.03
07041 - Cook I	
Alaska	14.89
Hawaii and American Samoa	14.52
Midwestern Region	10.64
Northeast Region	13.28
Southern Region	10.13
Western Region	12.13
07042 - Cook II	
Alaska	17.15
Hawaii and American Samoa	16.22
Midwestern Region	12.00
Northeast Region	14.97
Southern Region	11.42
Western Region	13.68
07070 - Dishwasher	
Alaska	12.74
Hawaii and American Samoa	13.96
Midwestern Region	8.61
Northeast Region	9.23
Southern Region	8.95
Western Region	9.29
07130 - Food Service Worker	
Alaska	13.00
Hawaii and American Samoa	12.93
Midwestern Region	10.17
Northeast Region	12.18
Southern Region	9.62
Western Region	10.57
07210 - Meat Cutter	
Alaska	21.20
Hawaii and American Samoa	20.58
Midwestern Region	17.86
Northeast Region	20.80
Southern Region	14.91
Western Region	19.51
12000 - Health Occupations	
12040 - Emergency Medical Technician	

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Alaska	24.86
Continental U.S.	18.11
Hawaii and American Samoa	20.36
21000 - Materials Handling and Packing Occupations	
21020 - Forklift Operator	
Alaska	23.88
Hawaii and American Samoa	18.60
Midwestern Region	17.16
Northeast Region	16.76
Southern Region	14.20
Western Region	18.36
21150 - Stock Clerk	
Alaska	15.42
Hawaii and American Samoa	12.16
Midwestern Region	13.63
Northeast Region	13.45
Southern Region	13.06
Western Region	13.81
23000 - Mechanics and Maintenance and Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	30.28
Continental U.S.	31.15
Hawaii and American Samoa	31.29
23022 - Aircraft Mechanic II	
Alaska	31.44
Continental U.S.	31.95
Hawaii and American Samoa	32.58
23023 - Aircraft Mechanic III	
Alaska	33.16
Continental U.S.	33.39
Hawaii and American Samoa	34.19
23040 - Aircraft Mechanic Helper	
Alaska	23.74
Continental U.S.	23.42
Hawaii and American Samoa	22.60
23060 - Aircraft Servicer	
Alaska	26.53
Continental U.S.	26.72
Hawaii and American Samoa	26.23
23160 - Electrician, Maintenance	
Alaska	34.18
Hawaii and American Samoa	29.46
Midwestern Region	25.66
Northeast Region	27.51
Southern Region	21.94
Western Region	26.21
23440 - Heavy Equipment Operator	
Alaska	27.96
Hawaii and American Samoa	19.89
Midwestern Region	22.69
Northeast Region	21.30
Southern Region	19.85
Western Region	22.96

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23470 - Laborer	
Alaska	16.97
Hawaii and American Samoa	16.47
Midwestern Region	13.81
Northeast Region	13.92
Southern Region	11.24
Western Region	13.04
23530 - Machinery Maintenance Mechanic	
Alaska	31.90
Hawaii and American Samoa	31.48
Midwestern Region	19.67
Northeast Region	20.58
Southern Region	15.59
Western Region	19.52
23580 - Maintenance Trades Helper	
Alaska	23.32
Hawaii and American Samoa	17.99
Midwestern Region	18.52
Northeast Region	17.30
Southern Region	15.58
Western Region	16.07
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	12.92
Hawaii and American Samoa	10.53
Midwestern Region	8.43
Northeast Region	8.88
Southern Region	8.43
Western Region	8.88
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	25.01
Hawaii and American Samoa	23.79
Mid-Western Region	22.23
Northeast Region	20.57
Southern Region	22.61
Western Region	21.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	23.46
Hawaii and American Samoa	15.24
Midwestern Region: 1 1/2 to 4 tons	19.33
Midwestern Region: over 4 tons	20.22
Midwestern Region: under 1 1/2 tons	14.47
Northeast Region: 1 1/2 to 4 tons	19.82
Northeast Region: over 4 tons	20.68
Northeast Region: under 1 1/2 tons	15.37
Southern Region: 1 1/2 to 4 tons	17.65
Southern Region: over 4 tons	18.32
Southern Region: under 1 1/2 tons	9.84
Western Region: 1 1/2 to 4 tons	18.20
Western Region: over 4 tons	18.72
Western Region: under 1 1/2 tons	11.45

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31361 - Truckdriver, Light	
Alaska	21.96
Hawaii and American Samoa	12.03
Midwestern Region	14.47
Northeast Region	15.37
Southern Region	9.84
Western Region	11.45
31362 - Truckdriver, Medium	
Alaska	23.78
Hawaii and American Samoa	15.22
Midwestern Region	19.33
Northeast Region	19.85
Southern Region	17.60
Western Region	18.20
31363 - Truckdriver, Heavy	
Alaska	25.13
Hawaii and American Samoa	16.62
Midwestern Region	20.22
Northeast Region	20.68
Southern Region	18.32
Western Region	19.40
31364 - Truckdriver, Tractor-Trailer	
Alaska	26.47
Hawaii and American Samoa	16.82
Midwestern Region	24.03
Northeast Region	20.82
Southern Region	19.24
Western Region	19.80
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	17.08
Hawaii and American Samoa	16.22
Midwestern Region	12.00
Northeast Region	14.97
Southern Region	11.41
Western Region	13.68
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	21.23
Hawaii and American Samoa	21.81
Midwestern Region	19.11
Northeast Region	20.19
Southern Region	20.93
Western Region	19.25
(not set) - Quality Assurance Representative II	
Alaska	27.77
Hawaii and American Samoa	25.93
Midwestern Region	23.57
Northeast Region	25.06
Southern Region	22.14
Western Region	23.34
(not set) - Quality Assurance Representative III	
Alaska	29.55

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Hawaii and American Samoa	28.22
Midwestern Region	27.75
Northeast Region	29.49
Southern Region	26.18
Western Region	27.99
(not set) - Chief Cook	
Alaska	22.69
Hawaii and American Samoa	27.20
Midwestern Region	20.00
Northeast Region	24.22
Southern Region	18.34
Western Region	22.28
(not set) - Environmental Protection Specialist	
Alaska	35.79
Hawaii and American Samoa	33.10
Midwestern Region	30.11
Northeast Region	36.11
Southern Region	30.66
Western Region	31.70
(not set) - Fire Safety Professional	
Alaska	35.77
Hawaii and American Samoa	22.14
Midwestern Region	30.11
Northeast Region	36.11
Southern Region	30.66
Western Region	31.70
(not set) - Aircraft Quality Control Inspector	
Alaska	31.67
Continental U.S.	32.56
Hawaii and American Samoa	32.74
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	12.54
Hawaii and American Samoa	11.60
Midwestern Region	10.71
Northeast Region	12.23
Southern Region	8.43
Western Region	10.43

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour, up to 40 hours per week, or \$181.60 per week or \$786.93 per month

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HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week, or \$168.80 per week, or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 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. (See 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): \$1.94 per hour, up to 40 hours per week, or \$77.60 per week, or \$336.27 per month 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 \$4.54 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, up to 40 hours per week, or \$65.20 per week, or \$282.53 per month 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 \$4.22 per hour, up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** 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 re-grading 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.

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**** 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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.

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- 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 ensure 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 ****

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

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.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

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Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

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EXHIBIT D.12: 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 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 1449.

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.

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.

Food 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.

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Food Grade Materials. Food Grade Material examples. This list is not all inclusive: Glass filled Noryl, Polyphenylene, Fiberglass-Reinforced Thermoplastic, Polystyrenes, Polycarbonates, Vinyl Chloride, Polypropylene, Ryton®, Nylon, Glass filled Polycarbonate Sulfide, Neoprene Compound, Engineered Polymer, Thermoplastics, Stainless Steel, Copper, Aluminum, Brass, Gold, Silver, Ceramic carbon, Viton® Elastomers, Santoprene™, EPDM Elastomers, Silicon Carbide, Tungsten Carbide.

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 contract.

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 C.27) 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 Annual Guarantee. The term, "minimum annual guarantee" is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract.

Minimum Daily Guarantee. The term "minimum daily guarantee" is the minimum daily guarantee of \$12,000.00 per MFSU (including CWN MFSUs) excluding the first and last day of an incident. The Government will provide a minimum daily guarantee of \$12,000.00 per MFSU (including CWN MFSUs) or the total quantities of meals provided, whichever is greater. The

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\$12,000.00 minimum daily guarantee only applies towards the total number of meals provided from each complete MFSU.

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.

Priority (First). In MAP, At DDP: In order to be considered for First Priority an MFSU must be available, inside their MAP, and physically located at the DDP (reference D.1.1). In order to be considered for First Priority

Priority (Second). In MAP, Outside DDP: In order to be considered for Second Priority an MFSU must be available, inside their MAP, but may be physically located outside of the DDP. These are MFSU's that are within 24 hours of being released from an incident (reference C.3(c)).

Priority (Third). Outside MAP, In Location: In order to be considered for Third Priority an MFSU must be available, outside their MAP, and physically located at the DDP or the company headquarters (reference D.1.1).

Priority (Fourth). CWN: In order to be considered for Fourth Priority an MFSU must be proposed and awarded as a Call-When Needed resource and must be available (reference D.1.1).

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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.

Re-sealable Individually Wrapped. This is a re-sealable packaging item provided by the Contractor to package fresh vegetables or snacks for sack lunches.

Shift Provisions (formerly known as sack lunch). Consist of the primary entrée, seven shift food item categories and the fruits and vegetables. The term shift provisions is used to support the idea of multiple eating episodes throughout the shift rather than items to supply a lunch during thaw work shift.

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.

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EXHIBIT D.13: RESERVED

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EXHIBIT D.14: MFSU DESCRIPTION AND EQUIPMENT REQUIREMENTS CHECKLIST

Complete this checklist for each Mobile Food Service Unit offered. Failure to complete this checklist may result in your offer being given no further consideration. Use the following format to describe each piece of equipment that comprises the complete Mobile Food Service Unit (including all peripheral equipment). Each MFSU offered shall be assigned a unique Unit Identification Number as specified in Exhibit D.1 - Section D.1.8(d) – Equipment Marking. Only equipment that is required as part of the MFSU should be included in the proposal. Information regarding miscellaneous equipment such as Contractor's crew sleeping quarters is not necessary.

Instructions: Clearly describe the condition, type, size, or other descriptive narrative to demonstrate your unit meets the minimum equipment requirements listed below. (See Exhibit D.1 - Section D.1.6 - Minimum MFSU Equipment Requirements, for complete details regarding minimum equipment requirements). Photographs provided shall be in color and clearly labeled describing what is in each photo for the Evaluation Team's consideration. (At its option, the contractor may include a video walk-through of their MFSU in addition to the color photographs. The video does not replace the color photographs. All video must be in either a .AVI (Audio Video Interleave), .WMV (Windows Media Video) or .MOV (Apple QuickTime Movie) format and provided on each of the 4 electronic copies of the technical proposal.) The Government Evaluation Team will make the final determinations whether the unit meets the following minimum equipment requirements based on the Contractor's ability to describe their equipment and photographs or drawings in this checklist.

Following contract award, the Government will perform site evaluations to determine if the Contractor's equipment meets the equipment requirements and is determined to be suitable for the award. An MFSU meeting all requirements, including the minimum equipment requirements, will be given a certificate of compliance and will be authorized to perform on the contract. MFSUs not meeting all requirements may be given a short period of time to correct any deficiencies at the Contracting Officer's discretion. MFSUs determined to not meet all requirements will be disqualified from their award and the Government may individually solicit for a new MFSU to be placed in that DDP for the remainder of the contract Period of Performance.

Offeror's Name: _____

Mobile Food Service Unit No.: _____

A. Kitchen Trailer(s) UIN & Description: Provide a written description of the Mobile Food Service Unit equipment describing its condition, age and design, including a diagram of equipment contained in each trailer and its function. Include color photos of the exterior and interior kitchen trailer(s). Ensure all photos are clearly labeled describing what is in each photo for the Evaluation Team's consideration.

1. Fully enclosed. All doors and windows have screens, air curtains, or other means in accordance with current FDA Food Code.

Comments:

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2. All equipment is sealed to the floor or raised at least 6" inches off the floor by means of an easily cleanable metal leg or foot.

Comments:

3. All equipment including the interior of cabinets or compartments, walls, corners, ceilings, floors shall have smooth, easily cleanable surfaces. Equipment surfaces shall be free from channels, crevices, flanges, ledges, sharp or jagged edges or other cleaning obstructions.

Comments:

4. Unfinished wood surfaces are not permitted. This requirement does not apply to pallets being used in distributors' delivery vehicles.

Comments:

5. Food contact surfaces shall be constructed of stainless steel, high pressure laminated plastics, wooden cutting boards, or laminated hardwood.

Comments:

6. Utility and service lines shall be installed so they do not obstruct or prevent cleaning of floors, walls, and ceilings. Service lines may not be unnecessarily exposed.

Comments:

7. All junctures where floors and walls meet shall be coved. All seams, cracks, and junctures where walls and ceilings meet shall be sealed.

Comments:

8. All pipes, fittings, and hoses shall comply with the appropriate codes. No galvanized material is allowed throughout the plumbing system where potable water is stored and used, or in the food splash zone.

Comments:

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9. Space around pipes, conduits or hoses that extend through cabinets, floors, or outer walls shall be sealed and the seal shall be smooth and easily cleanable.

Comments:

10. Light fixtures, light bulbs, and light tubes shall be shielded, coated, or otherwise shatter resistant.

Comments:

11. All non-dedicated electrical receptacles shall be ground fault protected.

Comments:

12. Steam table shall hold at least 4 full size hotel pans (12" x 20") and shall be capable of maintaining a minimum temperature of 140° F.

Comments:

13. One, 3-compartment metal sink located inside one of the kitchen units. Each compartment shall be a minimum dimension of 18" wide x 20" long x 12" deep or equivalent volume.

Comments:

14. Sink shall be equipped with continuous gravity flow or pressurized hot (120° F.) and cold water. Shall be equipped with a mixing faucet capable of servicing any sink compartment.

Comments:

15. Sinks shall have smooth and sanitary drain boards or equivalent drying area.

Comments:

16. Food preparation sink.

Comments:

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17. Hand washing facilities for Contractor's employees shall be provided within the kitchen unit and in close proximity to all food preparation areas.

Comments:

18. The hand washing sink shall be labeled as such (i.e. "Hand Washing Sink") and be provided with hot and cold water, paper towels, and antibacterial and phosphate free soap.

Comments:

19. Electric exhaust system with filters or screens over all cooking equipment (no galvanized material). Grease filter constructed of National Sanitation Foundation (NSF) approved material. Exhaust system and filters accessible for cleaning.

Comments:

20. Provide current certification the automatic fire extinguisher system is in complies with NFPA 1.

Comments:

21. Waste receptacles, smooth, nonabsorbent, and easily cleanable.

Comments:

22. Separate enclosed storage for cleaning supplies, clothing, and insecticide.

Comments:

23. Sneeze guards on all food service lines.

Comments:

24. Refrigeration storage, adequate refrigeration storage, capable of maintaining 41° F with a min/max thermometer placed within 8 feet of the entrance.

Comments:

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25. Freezer storage, adequate freezer storage, capable of maintaining 0° F with a min/max thermometer placed within 8 feet of the entrance.

Comments:

26. Sandwich Preparation Trailer maintained at 72° F. or less, with rodent, insect and dust control.

Comments:

27. Shift Provisions/Sack Lunch Assembly Trailer, capable of maintaining 72 degrees or less during sack lunch preparation with rodent, insect and dust control.

Comments:

28. Salad Bar Area, located in closed trailer or tent, with sides and doors and flooring to keep dust to a minimum.

Comments:

29. Potable Water Pumps and Water Storage Facilities: Provide a written description of the potable water pumps and water storage facilities describing their condition, age, and capacity. Include color photos. Provide copies of State Certifications if applicable. Provide manufacturer's product specifications supporting that the potable water pumps are constructed of food grade materials. Provide color photos of the impellers for all water pump(s) proposed. Ensure all photos are clearly labeled describing what is in each photo for the Evaluation Team's consideration.

a. Potable water storage, minimum 500 gal. with potable water pumps meeting NWCG Potable Water Standards.

Comments:

b. 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.

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Comments:

30. Gray water bladder bags and gray and potable water storage tanks shall have the size and use stenciled in letters no less than 4 inches in height in a conspicuous place.

Comments:

31. All hoses shall have the use identified on them.

Comments:

32. Steps and platforms have solid handrails meeting current OSHA standards for handrails and stairs.

Comments:

33. Oil spill containment pads or containment units for all stationary equipment with fuel tanks, engines, or any other petroleum container.

Comments:

34. Waterproof tent(s) capable of seating 200 persons.

Comments:

35. Sturdy, smooth tables and seating to accommodate 200 persons.

Comments:

36. 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 has letters no less than 4 inches in height.

Comments:

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B. Wash Basins UIN & Description for Incident Personnel: Provide a written description of the Wash Basins unit describing its condition, number of sinks, age and design. Include color photos. Ensure all photos are clearly labeled describing what is in each photo for the Evaluation Team's consideration.

1. The hand washing sink shall be labeled as such (i.e. "Hand Washing Sink") and be provided with hot and cold water, paper towels, and antibacterial and phosphate free soap.

Comments:

2. At least 8 sinks.

Comments:

3. Gray water storage (Min. 400 gallons) shall have the size and use stenciled in letters no less than 4 inches in height in a conspicuous place.

Comments:

4. Potable water storage tank (Min. 400 gallons) and potable water pumps shall meet NWCG Potable Water Standards, and shall have the size and use stenciled in letters no less than 4 inches in height in a conspicuous place.

Comments:

5. Hot (101° F. minimum) and cold water.

Comments:

6. One paper towel dispenser and one phosphate free soap dispenser for every two sinks.

Comments:

7. Adequate self-contained outside lighting.

Comments:

8. All hoses shall have the use identified on them.

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Comments:

C. Peripheral Equipment UIN & Description: Provide a written description of all remaining peripheral equipment such as enclosed salad bar area, sandwich preparation trailer, sack lunch assembly trailer, refrigeration, freezer and dry goods trailers, etc. Identify each piece of peripheral equipment with a unique UIN. Include color photos. Ensure all photos are clearly labeled describing what is presented in each photo for the Evaluation Team's consideration.

1. Peripheral Equipment #1 - _____

Comments:

2. Peripheral Equipment #2- _____

Comments:

3. Peripheral Equipment #3 - _____

Comments: