····	AWARD/CONTRACT		ONTRACT			DER	RATING	DO C9	PAGE OF	PAGES
2. CONTRACT (Pmc. M00027-02-C-	last, Ident./ NO.		TIVE DATE	15 CFR 350) E 4. REQUISITION/PURCHASE REQU 20703 M9549003M08991			1	1		
5. JS2UED BY		12 100007	20020		MINUCT		f other than item 5			
· · · ·	CODE ficer U. S. Marine Corps sion (Code LBM) C 20380-1775	<u>M00027</u>		-	Item 5	•	t otner tnan item 5j	CODE	L	
7. NAME AND ADDRESS	OF CONTRACTOR (No., street, city, county, State	and ZIP Code)	·				8. DELIVERY			
9801	EXHO MANAGEMENT, IN WASHINGTONIAN BOUL TE 7161	IC. EVARD					FOB 0	RIGIN X 0'	THER (See below)	
ĞĂĪ	THERSBURG, MD 20878						9. DISCOUNT FOR	PROMPT PAYMENT NET		
CODE 1EGB9							10. SUBMIT INVOID (4 copies unless oth ADDRESS SHOWN	erwise specified)	See Secti	ion G
11. SHIP TO/MARK FOR	CODE	FACILITY CODE		12. PAY	MENT WI	LL BE MADE B	<u>ł</u>	CODE	M67443	
See Section C		L					Accounting (DFAS-KC et 64197-0013		1107113	
13. AUTHORITY FOR USIN	VG OTHER THAN FULL AND OPEN COMPETITION	USC 253(c) (		See S	OUNTING	AND APPROP	RIATION DATA agraph G.7			
15A. ITEM NO.					150 0		100 1007			
10A. 13 EM NU.	15B. SUPPLIES	JSERVICES			155. UL	JANTITY	15D, UNIT	15E. UNIT PRICE	15F. AMO 53,737,6	
						~~e	15G. TOTAL AM	IOUNT OF CONTRACT	\$ 53,737,6	62.00
		-	16. TABLE 0		NTS					
(X) SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	<u> </u>		ESCRIPTION		PAGE(S)
X A SOLI	PART I - THE SCHEDULE				·	CONTRA	CT CLAUSES	NTRACT CLAUSES		24
	PLIES OR SERVICES AND PRICES/C	OST	19	-	PA			TS, EXHIBITS AND O	THER ATTACH.	24
	CRIPTION/SPECS./WORK STATEME		125		J		TTACHMENTS			2
D PACK	KAGING AND MARKING				<b>.</b>	PART	V - REPRESENT	ATIONS AND INSTR	UCTIONS	
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	VERIES OR PERFORMANCE		2		L			IOTICES TO OFFERO	RS	
	CIAL CONTRACT REQUIREMENTS		9		M		ION FACTORS			
		ACTING OFFICER V			EM 17					
to sign this document and a agrees to furnish and deliv continuation sheets for the be subject to and governed	RACTOR'S NEGOTIATED AGREEMENT (Contractive return) $2$ ver all items or perform all the services set forth a consideration stated herein. The rights and oblic by the following documents: (a) this award(contrest, certifications, as are attacted specifications, as an estated specifications, as a specification specifications, as a specification specifications, as a specification specification specifications, as a specification specification specification specifications, as a specification	or is required copies to issuing offic or otherwise identified ab gations of the parties to thi gatt, (b) the solicitation, if a	e./ Contractor ove and on any is contract shall ny, and (c) such	18. offer on including accepted consists	Solicitatio the addi as to the of the fol	n Number tions or chang a items listed a	AW. ges made by you wh above and on any cor ents: (a) the Governme	ARD <i>(Contractor is not required)</i> ich additions or changes an inuation sheets. This awar ant's solicitation and your off	e set forth in full abo d consummates the co	ive, is hereby intract which
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# ECTION B

#### B.1. East Coast Pricing

**CLIN 0001 Contract Year 1** - From the start date of performance through 30 September 2003, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited, in accordance with the phase-in plan outlined in Section C, paragraph C-1.5.1.4, to be implemented per the Contractor's proposal. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 1 should also be included in pricing of this line item.

	c Cost Meal	Total Target Cost	Target Profit Per Meal	Total <u>Target Profit</u>
14,100,000 ea \$(ESTIMATED NUMBER OF MEALS)	)(4)	\$(b)(4)	\$(b)(4)	\$(b)(4)
TARGET PRICE:	\$	53,128,800	(Target Cost +	Target Profit)
-IARGET PRICE PER MEA	L: \$	3.768	(Target Cost pe Profit per Mea	er Meal + Target al)
CEILING PRICE PER ME	AL: \$	4.137	(See discussion Section B)	n at end of
SHARE RATIO:		(b)(4)	(Government/Cor	itractor)
BI-WEEKLY BILLING PR	ICE: \$	2,043,415.38	(1/26 X TARGET	PRICE)

(End of page)

IN 0002 Contract Year 1 - Extended Service Hours. Extended service, as Lefined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0002AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	Hour Rate	Total Amount
9,000 qtr-hr	\$65.17	\$586,530.00

CLIN 0002AB Management & Mess Attendant Messhalls

Quantity	Hour Rate	Total Amount
600 qtr-hr	\$	\$ 22,332.00

**CLIN 0003 Contract Year 2** - For the period 1 October 2003 through 30 September 2004, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and rvices, as applicable, at the thirty-two (32) messhalls cited, in accordance with the phase-in plan outlined in Section C, paragraph C1.5.1.4, to be implemented per the Contractor's proposal. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 2 should also be included in the pricing of this line item.

	et Cost Meal	Total <u>Target Cost</u>	Target Profit Per Meal	Total Target Profit
14,100,000 ea \$ (ESTIMATED NUMBER OF MEALS)	(b)(4)	\$	\$(b)(4)	<b>\$</b> (b)(4)
TARGET PRICE:	\$	53,044,200	(Target Cost +	Target Profit)
TARGET PRICE PER ME	AL: \$_	3.762	(Target Cost p Profit per Me	er Meal + Target al)
CEILING PRICE PER M	IEAL: \$_	4.159	(See discussio Section B)	n at end of
SHARE RATIO:	1	(b)(4)	(Government/Co	ntractor)
BI-WEEKLY BILLING P	RICE: \$	2,040,161.54	(1/26 X TARGET	PRICE)

IN 0004 Contract Year 2 - Extended Service Hours. Extended service, as fined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0004AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	4-Hour Rate	<u>Total Amount</u>
9,000 qtr-hr	\$65.17	\$ <u>586,530.00</u>

CLIN 0004AB Management & Mess Attendant Messhalls

Quantity	Hour Rate	<u>Total Amount</u>
600 qtr-hr	\$	\$_22,332.00

**CLIN 0005** Contract Year 2 - Food Preparation Serving Equipment (FPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0005AA FPSE Preventive Maintenance (see para B.3.3)

(		
Quantity	Monthly Rate	Total <u>Amount</u>
12 mo	\$ 53,106.18	\$637,274.16
CLIN 0005AB	FPSE Service Calls	(see para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$	\$ <u>235,323.00</u>
CLIN 0005AC	Repair Parts (see pa	ara B.3.4.3)

Quantity		Total Amount
12 mo	\$_	TBD

# M00027-02-C-0001

CLIN 0006 Contract Year 3 - For the period 1 October 2004 through 30 ptember 2005, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 3 should also be included in the pricing of this line item.

Quantity Per Meal		Total Target Cost	Target Profit Per Meal	Total <u>Target Profit</u>
14,100,000 ea \$(b)(4) (ESTIMATED NUMBER OF MEALS)		\$(b)(4)	(b)(4)	\$(b)(4)
TARGET PRICE:	\$	53,862,000	_ (Target Cost +	Target Profit)
TARGET PRICE PER MEAL:	\$	3.820	_ (Target Cost pe Profit per Mea	er Meal + Target al)
CEILING PRICE PER MEAL:	\$	4.184	_ (See discussion Section B)	n at end of
SHARE RATIO:	_	(b)(4)	(Government/Cor	atractor)
BI-WEEKLY BILLING PRICE:	\$	2,071,615.38	(1/26 X TARGET	PRICE)

**CLIN 0007 Contract Year 3** - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0007AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	H-Hour Rate	Total Amount
9,000 qtr-hr	\$65.17	\$586,530.00
CLIN 0007AB Manag	ement & Mess Attendar	nt Messhalls
Quantity	Hour Rate	Total Amount
600 qtr-hr	\$	\$ 22,332.00
$\sim$		

**IN 0008** Contract Year 3 - Food Preparation Serving Equipment (FPSE) intenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0008AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total Amount
12 mo	\$_53,169.81	\$638,037.72
CLIN 0008AB	FPSE Service Calls (	(see para B.3.4.2)
Quantity	Hourly Rate	Total <u>Ámount</u>
3,300 hrs	\$71.40	\$235,620.00
CLIN 0008AC	Repair Parts (see pa	ura B.3.4.3)

	Total
	Amount
\$_	TBD
	\$_

**CLIN 0009 Contract Year 4** - For the period 1 October 2005 through 30 tember 2006, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 4 should also be included in the pricing of this line item.

· · · · · · · · · · · · · · · · · · ·	t Cost Meal	Total <u>Target Cost</u>	Target Profit Per Meal	Total <u>Target Profit</u>
14,100,000 ea \$ (ESTIMATED NUMBER OF MEALS)	(b)(4)	\$	\$(b)(4)	\$(b)(4)
TARGET PRICE:	\$	54,708,000	(Target Cost +	Target Profit)
TARGET PRICE PER MEA	L: \$	3.880	(Target Cost p Profit per Me	er Meal + Target al)
CEILING PRICE PER ME	AL: \$	4.212	(See discussion Section B)	n at end of
SHARE RATIO:	_	(b)(4)	(Government/Co	ntractor)
CI-WEEKLY BILLING PR	ICE: \$	2,104,153.85	(1/26 X TARGET	PRICE)

**CLIN 0010** Contract Year 4 - Extended Service Hours. Extended service, as fined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0010AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	¼-Hour Rate	Total Amount
9,000 qtr-hr	\$65.17	\$ <u>586,530.00</u>

CLIN 0010AB Management & Mess Attendant Messhalls

Quantity	¼-Hour Rate	Total Amount
600 qtr-hr	\$	\$_22,332.00

**CLIN 0011 Contract Year 4** - Food Preparation Serving Equipment (FPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0011AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly <u>Rate</u>	Total Amount
12 mo	\$_53,234.66	\$638,815.92
CLIN 0011AB	FPSE Service Calls (se	e para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$	\$ <u>235,884.00</u>
CLIN 0011AC	Repair Parts (see para	B.3.4.3)
		Total

Quantity	Amount
12 mo	\$ <u>TBD</u>

#### M00027-02-C-0001

600 gtr-hr

**CONTRACT Year 5** - For the period 1 October 2006 through 30 september 2007, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 5 should also be included in the pricing of this line item.

Quantity Per Mea		Total Target Cost	Target Profit Per Meal	Total <u>Target Profit</u>
14,100,00 ea \$(b)(4) (ESTIMATED NUMBER OF MEALS)	-	\$(b)(4)	\$(b)(4)	\$(b)(4)
TARGET PRICE:	\$	55,568,100	(Target Cost +	Target Profit)
TARGET PRICE PER MEAL:	\$	3.941	(Target Cost po Profit per Mea	er Meal + Target al)
CEILING PRICE PER MEAL:	\$	4.241	(See discussion Section B	n at end of
SHARE RATIO:	_	(b)(4)	(Government/Com	ntractor)
BI-WEEKLY BILLING PRICE	: \$_	2,137,234.62	(1/26 X TARGET	PRICE)

**CLIN 0013** Contract Year 5 - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

CLIN 0013AA Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

\$ 22,332.00

Quantity	Hour Rate	Total Amount
9,000 qtr-hr	\$ 65.17	\$586,530.00
CLIN 0013AB	Management & Mess Attendant	Messhalls
Quantity	4-Hour Rate	Total Amount

37.22

Ş

CLIN 0014AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total Amount
12 mo	\$_53,301.16	\$639,613.92
CLIN 0014AB	FPSE Service Calls	(see para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$71.57	\$236,181.00
CLIN 0014AC	Repair Parts (see p	ara B.3.4.3)
Quantity		Total Amount

12 mo

IN 0015 OPTION -- Contract Year 6 - For the period 1 October 2007 through . September 2008, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any advanced Food Technology in Contract Year 6 should also be included in the pricing of this line item.

\$

TBD

	t Cost Meal	Total Target Cost	Target Profit Per Meal	Total Target Profit
14,100,000 ea \$ (ESTIMATED NUMBER OF MEALS)	(b)(4) \$	(b)(4)	\$(b)(4)	<b>\$</b> (b)(4)
TARGET PRICE:	\$		(Target Cost +	Target Profit)
TARGET PRICE PER MEA	AL: \$		(Target Cost pe Profit per Mea	er Meal + Target al)
CEILING PRICE PER M	EAL: \$	(b)(4)	(See discussion Section)	n at end of
SHARE RATIO:	_		(Government/Cor	ntractor)
BI-WEEKLY BILLING PH	RICE: \$		(1/26 X TARGET	PRICE)

LIN 0016 OPTION - Contract Year 6 - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0016AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity

4-Hour Rate Total Amount

9,000 gtr-hr

CLIN 0016AB Management & Mess Attendant Messhalls

Quantity	Hour Rate	Total Amount
600 qtr-hr	\$ 37.22	\$ 22,332.00

CLIN 0017 OPTION - Contract Year 6 - Food Preparation Serving Equipment ( PSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0017AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total Amount
12 mo	\$(b)(4)	<b>\$</b> (b)(4)
CLIN 0017AB	FPSE Service Calls (see	e para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$(b)(4)	<b>\$</b> (b)(4)
CLIN 0017AC	Repair Parts (see para	B.3.4.3)
Quantity		Total Amount
12 mo		\$(b)(4)

~

**CIN 0018** OPTION -- Contract Year 7 - For the period 1 October 2008 through J September 2009, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 7 should also be included in the pricing of this line item.

Quantity Per	: Cost Meal	Total Target Cost	Target Profit Per Meal	Total <u>Target Profit</u>
14,100,000 ea \$ (ESTIMATED NUMBER OF MEALS)	(b)(4) \$	(b)(4)	\$(b)(4)	\$(b)(4)
TARGET PRICE: TARGET PRICE PER MEA	\$_ L: \$_			Target Profit) er Meal + Target al)
CEILING PRICE PER MEA	AL: \$	(b)(4)	(See discussion Section)	
SHARE RATIO:	_		(Government/Con	ntractor)
BI-WEEKLY BILLING PR	ICE: \$		· (1/26 X TARGET	PRICE)

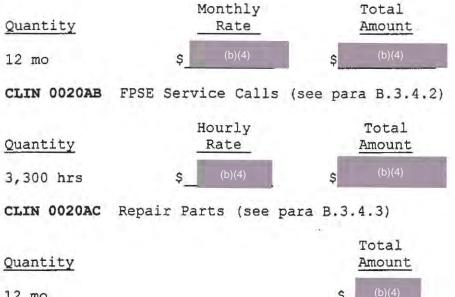
**CLIN 0019** OPTION - Contract Year 7 - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0019AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	Hour Rate	Total Amount
9,000 qtr-hr	<b>\$_</b> (b)(4)	<b>\$</b> (b)(4)
CLIN 0019AB Manag	gement & Mess Attendan	t Messhalls
Quantity	4-Hour Rate	Total Amount
0 atr-hr	<b>S</b> (b)(4)	(b)(4)

**OPTION - Contract Year 7** - Food Preparation Serving Equipment IN 0020 (CPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0020AA FPSE Preventive Maintenance (see para B.3.3)



12 mo

IN 0021 OPTION -- Contract Year 8 - For the period 1 October 2009 through September 2010, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 8 should also be included in the pricing of this line item.

Quantity Target Co		Total <u>Target Cost</u>	Target Profit Tota Per Meal Target P.	
14,100,000 ea \$(b)(4 (ESTIMATED NUMBER OF MEALS)	)	\$_ (b)(4)	\$(b)(4) \$(b)(	4)
TARGET PRICE:	\$_		_ (Target Cost + Target Pro	ofit)
TARGET PRICE PER MEAL:	\$		_ (Target Cost per Meal + 1 Profit per Meal)	Carget
CEILING PRICE PER MEAL:	\$_	(b)(4)	<ul> <li>(See discussion at end of Section)</li> </ul>	
- SHARE RATIO:	-		(Government/Contractor)	
BI-WEEKLY BILLING PRICE	: \$		_ (1/26 X TARGET PRICE)	

LIN 0022 OPTION - Contract Year 8 - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provede meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0022AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Total Amount

Quantity

9,000 gtr-hr

CLIN 0022AB Management & Mess Attendant Messhalls

¼-Hour Rate

Quantity	₩-H	lour Rate	<u>Tota</u>	l Amount
600 gtr-hr	\$	(b)(4)	\$_	(b)(4)

**CLIN 0023 OPTION - Contract Year 8** - Food Preparation Serving Equipment (FPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

**\_\_IN 0023AA** FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total Total Amount
12 mo	\$(b)(4)	\$(b)(4)
CLIN 0023AB	FPSE Service Calls	(see para B.3.4.2)
<u>Quantity</u> 3,300 hrs	Hourly Rate \$(b)(4)	Total <u>Amount</u> \$
CLIN 0023AC	Repair Parts (see )	para B.3.4.3)
Quantity		Total Amount \$ (b)(4)
12 mo		'

# 2. CONTRACT YEAR BREAKDOWN

The following is provided relative to the periods of performance set forth in CLINs 0001 through 0023 above:

CLINS	Period of Performance
0001 - 0002	From performance start date through 30 September 2003
0003 - 0005	From 1 October 2003 through 30 September 2004
0006 - 0008	From 1 October 2004 through 30 September 2005
0009 - 0011	From 1 October 2005 through 30 September 2006
. 0012 - 0014	From 1 October 2006 through 30 September 2007
0015 - 0017	From 1 October 2007 through 30 September 2008
0018 - 0020	From 1 October 2008 through 30 September 2009
0021 - 0023	From 1 October 2009 through 30 September 2010

# B.3. CONTRACT TYPE/PRICING INFORMATION

THIS IS A MULTI-YEAR CONTRACT, WITH FIXED-PRICE INCENTIVE, FIRM-FIXED PRICE, AND TIME-AND-MATERIALS ELEMENTS. THE FOLLOWING SETS FORTH THE CONTRACTUAL APPROACH FOR EACH CONTRACT LINE ITEM.

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## B.3.1. MULTI-YEAR

Contract Line Item Numbers (CLINs) 0001 through 0014 represent the multi-year (5year) portion of the contract, subject to multi-year contract provisions. As such, the Marine Corps is acquiring five (5) program years of subsistence and labor, contingent upon the appropriation of funds for the second and subsequent years, without the need to establish or exercise options for those years. Inasmuch as the total funds for the five-year period will not be available at the time of contract award, the contract also provides for cancellation payments to be made in the event funds are not available for the second or subsequent contract years. Pursuant to FAR 52.217-2, entitled Cancellation Under Multi-Year Contracts (see Section I), upon cancellation of a multi-year contract the Contractor must submit a claim for allowable, allocable costs arising as a result of the cancellation. The claim shall be made as if the contract were being Terminated for the Convenience of the Government, and the resultant payment shall not exceed the cancellation ceiling set forth in the contract for the time at which the cancellation was effected. Also see Section H herein for a discussion of funds availability and cancellation ceilings. Option CLINs 0015 through 0023 are established for contract years six through eight, available upon completion of the multi-year phase of the contract.

## .3.2. FIXED-PRICE INCENTIVE

Contract Line Item Numbers (CLINs) 0001, 0003, 0006, 0009, 0012, 0015, 0018 and 0021 are established on a Fixed-Price Incentive - Firm (FPI-F) basis. An FPI contract allows for price adjustments based on varying cost and profit results from the application of a formula set forth in the contract. Each of the above CLINs is also assigned a negotiated ceiling price per meal which cannot be exceeded. As a completion type effort, the Contractor must provide the subsistence and labor required at no more than the ceiling price per meal. Should cost overruns occur to the extent that the Contractor cannot meet its contractual requirements within the ceiling price per meal, the work must still be continued to completion.

# The following is provided as guidance for pricing of the CLINs set forth in the paragraph above:

- **Target Cost:** Offerors should base proposed target cost on the estimated number of meals cited (which is based on historical data) and all requirements of Section C (including purchase of subsistence and development/implementation of any Advanced Food Technology), except for Food Preparation Serving Equipment Maintenance and Repair.
- For pricing purposes, the following represents data from FY98 reflecting a breakdown, by percentage, of meals served during that fiscal year:

Breakfast	-	25.89%	Breakfast Brunch -	4.72%
Lunch	-	33.17%	Dinner Brunch 👘 -	4.95%
Dinner	-	30.14%	Night Dinner -	0.56%
			Holidays -	0.57%

The Target Cost figure proposed should take into account the above meal breakdown, recognizing the fact that some meal types are more costly than others (e.g., Holiday meals are generally more expensive and Breakfast meals less expensive). It is noted that a single meal may consist of more than one serving per customer, or incomplete meals selected by customers. Regardless of the number of servings (seconds) consumed by a customer during a meal period, one customer will only count for one meal against the total number of meals served. Seconds will be served on request, although a less expensive entrée may be substituted. Likewise, customers who desire less than a full meal will be counted as a complete meal for payment purposes.

- irget Cost Per Meal: Target Cost per Meal is Target Cost divided by the Estimated Number of Meals. Offerors should carry the cost-per-meal pricing out to three significant digits (e.g., \$2.914 per meal). A single Target Cost per Meal must be proposed for each contract year. As a weighted average, the Target Cost per Meal must take into account the disparity in cost between various types of meals as discussed above.
- **Target Profit:** Total Target Profit proposed should represent a reasonable profit level, correlating to the estimated Target Cost.
- Target Profit Per Meal: Target Profit per Meal is Target Profit divided by the Estimated Number of Meals. Offerors should carry the profit-per-meal pricing out to three significant digits (e.g., \$.275 per meal)
- Target Price: Target Price is the sum of Target Cost and Target Profit.
- Target Price Per Meal: Target Price per Meal is the sum of Target Cost per Meal and Target Profit per Meal.
- Ceiling Price Per Meal: This is the maximum amount the Government will pay per meal under the FPI CLINS, regardless of actual costs incurred. Offers must include a ceiling price per meal amount in the cost proposal for each FPI line item. The Marine Corps anticipates the total prices to be paid under this contract to be less than that being experienced on existing contracts. While offerors may propose ceiling prices which escalate each contract year, with implementation and operation of technological improvements and efficiencies, it is hoped that costs will actually decrease from Contract Year 1 through the term of the contract.
- Share Ratio: This formula expresses the Government/Contractor agreement for sharing risk in contract performance; i.e., in cost savings or overruns. The figure on the left of the ratio is the Government's share, the figure on the right is the Contractor's share. Thus, an 80/20 share ratio will produce a \$0.20 increase in profit (above Target Profit) for every \$1.00 saved in actual costs below the target cost. Conversely, for every \$1.00 in actual cost incurred above the Target Cost, the Contractor's final profit would decrease by \$0.20 below Target Profit. Offerors must insert a proposed Share Ratio for each year of performance.
- Billing Price: Offerors shall insert an amount 1/26<sup>th</sup> of the Target Price. In accordance with FAR 52.216-16, the contractor shall invoice on a bi-weekly basis at the billing prices set forth above (1/26<sup>th</sup> of Target Price), adjusted based upon applicable performance deductions.

# 3.2.1. <u>PROFIT DETERMINATION PROCEDURES</u> (CLINS 0001, 0003, 0006, 0009, J12, 0015, 0018, and 0021)

At the end of each contract year, the actual total number of meals served during that year and the actual cost figures will be provided to the Contracting Officer for the purpose of establishing the final profit amount for the year. The following process shall be used:

- 1. Actual Annual Cost
   ------ = Actual Cost per Meal
   Actual Number of Meals
- 2. Target Cost per Meal Actual Cost per Meal = + Delta Variance from Target (actual above target results in negative number (overrun), actual below target results in positive number (underrun))
- 3. Delta x Contractor Share (from Share Ratio) = Profit Adjustment
- 4. Target Profit per Meal <u>+</u> Profit Adjustment = Final Profit per Meal (if Profit Adjustment is positive (underrun), amount is added to Target Profit per Meal; if Profit Adjustment is negative (overrun), amount is subtracted from Target Profit per Meal)
- 5. Final Profit per Meal x Actual Number of Meals = Total Final Profit

R 52.216-16 describes the requirement for submission of quarterly statements to the Government. Information contained in these statements, particularly the number of meals served in each quarter, will be used as the basis for a quarterly reconciliation of actual meals served against the estimated number of meals for that period. The actual number of meals served over or under the estimated number shall be multiplied by the Target Price Per Meal, and that amount shall be applied as a credit or debit against the next available bi-weekly provisional invoice. Concurrently, quarterly adjustments to provisional payments may be made based on performance (Technical Exhibit 1). At the end of each contract year, after establishing dollar amounts for Actual Cost and Total Final Profit, adjustments may be made for exceeding the goals set forth in the Small Business Subcontracting Plan (see FAR 52.219-10 and FAR 52.219-26, set forth in full text in Section I), as well as any performance adjustments effected during the year. The Contractor shall be reimbursed the difference between this final total amount for the contract year and the cumulative amount already invoiced and paid that year under bi-weekly billings. Performance deductions taken during the contract year may not be recouped in the final payment for the contract year. See Attachment XIV for sample scenarios of both quarterly reconciliation of meal counts and the final payment computation process.

B.3.2.2. <u>FPI SCENARIOS</u>. THE FOLLOWING ARE SAMPLE SCENARIOS OUTLINING THE STEPS REQUIRED FOR CALCULATING FPI FINAL PROFIT. GIVEN THE HYPOTHETICAL TARGET COST AND PROFIT FRAMEWORK SET FORTH BELOW, FOUR EXAMPLES OF PROFIT OUTCOMES FOLLOW: M00027-02-C-0001

# POTHETICAL PROPOSAL

...

Qua	ntity	Target Cost Per Meal	Total - <u>Target Cos</u>	1	Target Profit Per Meal	Total <u>Target Profit</u>	
(ES	14,300,000 ea \$2.750 (ESTIMATED NUMBER OF MEALS)		\$39,325,000.00		\$0.250	<u>\$3,575,000.00</u>	
Т	ARGET PRICE:	-	\$42,900,000.00	(Targe	et Cost + Target	Profit)	
Т	ARGET PRICE I	PER MEAL:	\$3.000	0 (Target Cost per Meal + Targo Per Meal)			
С	EILING PRICE	PER MEAL:	\$3.500	(See d	liscussion above	)	
S	HARE RATIO:	-	70 / 30	(Gove	nment/Contracto	r)	
В	I-WEEKLY BILI	LING PRICE:	\$1,650,000.00	(1/26	X TARGET PRICE)		
1.	Actual Anr						
	Actual Numbe		= Actual Cost pe	er Mea.	L		
$\frown$	Target Cost	per Meal - A	Actual Cost per	Meal =	= <u>+</u> Delta Varian	ce from Target	
3.	Delta x Cont	ractor Share	e (from Share Ra	atio) =	- Profit Adjustm	ent	
4.	Target Profi	it per Meal <u>-</u>	- Profit Adjustr	ment =	Final Profit pe	r Meal	
5.	Final Profit	: per Meal x	Actual Number of	of Meal	.s = Total Final	Profit	
A.	EXAMPLE OF A	ACTUAL COST I	PER MEAL = TARGE	ET COS	PER MEAL	<i></i>	
Tot	al actual cos	st = \$39,875,	,000.00 Actu	al numl	per of meals = 1	4,500,000	
1.	\$38,875,000.			1 0			
	14,500,000		per meal (Actua	al Cost	per Meal)		
2.	2. \$2.750 - \$2.750 = \$0.000 (Delta)						
3.	\$0.000 x .3	= \$0.00 (Pro	ofit Adjustment)	)			
4.	\$0.250 + \$0.	.000 = \$0.250	) (Final Profit	per Me	eal)		
5.	\$0.250 x 14,	,500,000 = \$3	3,625,000.00 (To	otal F:	inal Profit)		
1						500 000 00	

n this scenario, the final price for the FPI CLIN would be \$43,500,000.00 (\$39,875,000.00 + \$3,625,000.00).

#### EXAMPLE OF ACTUAL COST PER MEAL > TARGET COST PER MEAL

Total actual cost = \$42,000,000.00 Actual number of meals = 14,000,000

- 1. \$42,000,000.00
   ----- = \$3.00 per meal (Actual Cost per Meal)
   14,000,000
- 2. \$2.750 \$3.000 = -\$0.250 (Delta)
- 3.  $-\$0.250 \times .3 = -\$0.075$  (Profit Adjustment)
- 4. \$0.250 \$0.075 = \$0.175 (Final Profit Per Meal)
- 5. \$0.175 x 14,000,000 = \$2,450,000.00 (Total Final Profit)

In this scenario, the final price for the FPI CLIN would be \$44,450,000.00 (\$42,000,000.00 + \$2,450,000.00).

#### C. EXAMPLE OF ACTUAL COST PER MEAL > CEILING PRICE PER MEAL

Total actual cost = \$50,400,000.00 Actual number of meals 14,000,000

- \$50,400,000.00
  ------= \$3.600 per meal (Actual Cost per Meal)
  14,000,000
- 2. \$2.750 \$3.600 = -\$0.850 (Delta)
- 3.  $-\$0.850 \times .3 = -\$0.255$  (Profit Adjustment)
- 4. \$0.250 \$0.255 = -\$0.005 (Final Profit Per Meal)

In this scenario, the Total Final Profit would be \$0.00, and the final price for the FPI CLIN would be \$49,000,000.00 (\$3.50 ceiling price X 14,000,000 meals).

#### D. EXAMPLE OF ACTUAL COST PER MEAL < TARGET COST PER MEAL

Total actual cost = \$35,750,000.00 Actual number of meals = 13,750,000

- 1. \$35,750,000.00
   ----- = \$2.600 per meal (Actual Cost per Meal)
   13,750,000
- 2. \$2.750 \$2.600 = \$0.150 (Delta)
- 3. \$0.150 x .3 = \$0.045 (Profit Adjustment)
- .. \$0.250 + \$0.045 = \$0.295 (Final Profit Per Meal)

\$0.295 x 13,750,000 = \$4,056,250.00 (Total Final Profit)

In this scenario, the final price for the FPI CLIN would be \$39,806,250.00 (\$35,750,000.00 + \$4,056,250.00).

#### B.3.3. FIRM-FIXED PRICE

SubCLINS 0005AA, 0008AA, 0011AA, 0014AA, 0017AA, 0020AA and 0023AA (Preventive Maintenance (PM) for each contract year starting in Year 2) shall be proposed as a fixed monthly rate, based upon the offeror's assessment of the level of effort and skill required to perform periodic PM on the food preparation equipment at all messhalls listed in Technical Exhibit 3. These SubCLINs shall be invoiced and reimbursed at the monthly rate cited.

# **B.3.4. TIME AND MATERIALS**

B.3.4.1 Under **CLINS 0002, 0004, 0007, 0010, 0013, 0016, 0019 and 0022** (Extended Service Hours), offerors shall insert an extended 4-hour (15-minute) rate for providing additional services beyond the required meal serving hour. A single 4-hour rate shall apply to both Full Food Service and Brig Management and Food Preparation messhalls, and a separate rate may be proposed for Management & Mess Attendant messhalls.

B.3.4.2. Under SubCLINS 0005AB, 0008AB, 0011AB, 0014AB, 0017AB, 0020AB and 23AB (Service Calls), offerors shall propose an hourly labor rate only. The nourly rates proposed for each year will be used for both evaluation (pre-award) and billing (post-award). For evaluation purposes, an estimated number of hours is cited which will be applied to the proposed hourly rate for an estimated total dollar amount for repairs. At commencement of performance under each of these subCLINs, funds will be obligated covering the estimated total. The Contractor shall invoice at the rate cited for each hour of repair effort performed, and charge against the amount obligated under that SubCLIN.

B.3.4.3. SubCLINS 0005AC, 0008AC, 0011AC, 0014AC, 0017AC, 0020AC and 0023AC (Repair Parts) are line items against which the Contractor may charge for parts necessary to effect equipment repair. As it will be unknown until the repairs are performed what repair parts will be needed, offerors are not required to propose dollar amounts for these SubCLINs. Offerors should indicate in their proposals the pricing approach they intend to use for acquiring parts (catalog pricing, discounts), which should not exceed actual cost plus General and Administrative Expense. At the commencement of performance under each of these subCLINs, funds will be obligated covering the estimated total.

NOTE: In the event of mobilization, the Contractor may be required to back-fill for Marine cooks while those cooks are deployed. In such a scenario, the eight Management and Mess Attendant messhalls will effectively be converted to Full Food Service messhalls for as long as the Contractor is required to perform food reparation duties. If and when that takes place, separate cost and profit .gures will be proposed and negotiated covering such periods of increased services provided by the Contractor at those messhalls.

# **ECTION B**

#### B.1. East Coast Pricing

**CLIN 0001 Contract Year 1** - From the start date of performance through 30 September 2003, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited, in accordance with the phase-in plan outlined in Section C, paragraph C-1.5.1.4, to be implemented per the Contractor's proposal. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 1 should also be included in pricing of this line item.

	Target Cos	t.	Total	Target Profit	Total
<u>Quantity</u>	Per Meal		Target Cost	Per Meal	<u>Target Profit</u>
14,100,000 ea (ESTIMATED NUMBER OF MEALS	(b)(4) \$)		(b)(4) \$	(b)(4) \$	(b)(4) \$
TARGET PRICE:		\$	53,128,800	_ (Target Cost +	Target Profit)
-TARGET PRICE	PER MEAL:	\$	3.768	(Target Cost pe Profit per Mea	er Meal + Target al)
CEILING PRICE	PER MEAL:	\$	4.137	(See discussion Section B)	n at end of
SHARE RATIO:		***********	(b)(4)	(Government/Cor	ntractor)
BI-WEEKLY BIL	LING PRICE:	\$	2,043,415.38	(1/26 X TARGET	PRICE)

(End of page)

IN 0002 Contract Year 1 - Extended Service Hours. Extended service, as usefined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0002AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	¼-Hour Rate	Total Amount
9,000 qtr-hr	\$65.17	\$ <u>586,530.00</u>

CLIN 0002AB Management & Mess Attendant Messhalls

Quantity	¼-Hour Rate	Total Amount
600 qtr-hr	\$	\$ 22,332.00

CLIN 0003 Contract Year 2 - For the period 1 October 2003 through 30 September 2004, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and iss Attendant Services, and Brig Messhall Management and Food Preparation rvices, as applicable, at the thirty-two (32) messhalls cited, in accordance with the phase-in plan outlined in Section C, paragraph C1.5.1.4, to be implemented per the Contractor's proposal. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 2 should also be included in the pricing of this line item.

<u>Quantity</u> 14,100,000 ea (ESTIMATED NUMBER OF MEALS	Target Cost Per Meal \$	- 	Total <u>Target Cost</u> ( <sup>b)(4)</sup>	-	Profit Meal	Total <u>Target Profit</u> ( <sup>(b)(4)</sup> \$
TARGET PRICE:		\$5	3,044,200	(Targe	et Cost + 1	Farget Profit)
TARGET PRICE	PER MEAL:	\$	3.762		et Cost per it per Meal	r Meal + Target l)
CEILING PRICE	PER MEAL:	\$	4.159		discussion ion B)	at end of
SHARE RATIO:		(b)(4)		(Gove:	rnment/Cont	tractor)
BI-WEEKLY BIL	LING PRICE:	\$	2,040,161.54	(1/26	X TARGET I	PRICE)

IN 0004 Contract Year 2 - Extended Service Hours. Extended service, as fined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0004AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	4-Hour Rate	<u>Total Amount</u>
9,000 qtr-hr	\$65.17	\$ <u>586,530.00</u>

CLIN 0004AB Management & Mess Attendant Messhalls

Quantity	Hour Rate	<u>Total Amount</u>
600 qtr-hr	\$	\$_22,332.00

**CLIN 0005** Contract Year 2 - Food Preparation Serving Equipment (FPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0005AA FPSE Preventive Maintenance (see para B.3.3)

(		
Quantity	Monthly Rate	Total <u>Amount</u>
12 mo	\$ 53,106.18	\$637,274.16
CLIN 0005AB	FPSE Service Calls	(see para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$ 71.31	\$ <u>235,323.00</u>
CLIN 0005AC	Repair Parts (see pa	ara B.3.4.3)

Quantity		Total Amount
12 mo	\$_	TBD

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CLIN 0006 Contract Year 3 - For the period 1 October 2004 through 30 ptember 2005, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 3 should also be included in the pricing of this line item.

Quantity 14,100,000 ea (ESTIMATED NUMBER OF MEALS)	Target Cos Per Meal \$\$		Total <u>Target Cost</u> <sup>(b)(4)</sup>	Target Profit Per Meal \$	Total <u>Target Profit</u> \$
TARGET PRICE:		\$	53,862,000	(Target Cost	+ Target Profit)
TARGET PRICE F	PER MEAL:	\$	3.820	(Target Cost Profit per M	per Meal + Target Meal)
CEILING PRICE	PER MEAL:	\$	4.184	(See discussi Section B)	on at end of
SHARE RATIO:		(b)(4		(Government/C	ontractor)
BI-WEEKLY BILL	ING PRICE:	\$	2,071,615.38	(1/26 X TARGE	T PRICE)

**CLIN 0007** Contract Year 3 - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0007AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	4-Hour Rate	Total Amount
9,000 qtr-hr	\$65.17	\$586,530.00
CLIN 0007AB	Management & Mess Attendant	Messhalls
Quantity	Hour Rate	Total Amount
600 qtr-hr	\$ 37.22	\$ 22,332.00

**PIN 0008** Contract Year 3 - Food Preparation Serving Equipment (FPSE) intenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0008AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total <u>Amount</u>
12 mo	\$_53,169.81	\$638,037.72
CLIN 0008AB	FPSE Service Calls (s	ee para B.3.4.2)
Quantity	Hourly Rate	Total Ámount
3,300 hrs	\$ 71.40	\$ <u>235,620.00</u>
CLIN 0008AC	Repair Parts (see par	a B.3.4.3)
Quantity	·	Total Amount

12 mo

**CLIN 0009 Contract Year 4** - For the period 1 October 2005 through 30 tember 2006, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 4 should also be included in the pricing of this line item.

\$

TBD

Quantity	Target Cos Per Meal	t	Total <u>Target Cost</u>	Target Profit Per Meal	Total <u>Target Profit</u>
14,100,000 ea (ESTIMATED NUMBER OF MEALS)	\$		\$	\$	\$
TARGET PRICE:		\$	54,708,000	(Target Cost +	Target Profit)
TARGET PRICE F	PER MEAL:	\$	3.880	(Target Cost pe Profit per Mea	r Meal + Target l)
CEILING PRICE	PER MEAL:	\$	4.212	(See discussion Section B)	at end of
SHARE RATIO:		(b)	(4)	(Government/Con	tractor)
T-WEEKLY BILL	ING PRICE:	\$	2,104,153.85	(1/26 X TARGET	PRICE)

**CLIN 0010** Contract Year 4 - Extended Service Hours. Extended service, as fined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0010AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	¼-Hour Rate	Total Amount
9,000 qtr-hr	\$65.17	\$ <u>586,530.00</u>

CLIN 0010AB Management & Mess Attendant Messhalls

Quantity	¼-Hour Rate	Total Amount
600 qtr-hr	\$	\$_22,332.00

**CLIN 0011 Contract Year 4** - Food Preparation Serving Equipment (FPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0011AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly <u>Rate</u>	Total Amount
12 mo	\$_53,234.66	\$638,815.92
CLIN 0011AB	FPSE Service Calls (se	e para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$	\$ <u>235,884.00</u>
CLIN 0011AC	Repair Parts (see para	B.3.4.3)
		Total

Quantity	Amount
12 mo	\$ <u>TBD</u>

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**CIN 0012** Contract Year 5 - For the period 1 October 2006 through 30 Leptember 2007, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 5 should also be included in the pricing of this line item.

<u>Quantity</u> 14,100,00 ea (ESTIMATED NUMBER OF MEALS)	Target Cos Per Meal \$(b)(4)	t 	Total Target Cost (b)(4) \$_	Target Profit Per Meal (b)(4) \$	Total <u>Target Profit</u> (b)(4) \$_
TARGET PRICE:		\$_	55,568,100	(Target Cost +	Target Profit)
TARGET PRICE I	PER MEAL:	\$	3.941	(Target Cost pe Profit per Mea	r Meal + Target 1)
CEILING PRICE	PER MEAL:	\$	4.241	(See discussion Section B	at end of
← SHARE RATIO:			(b)(4)	(Government/Con	tractor)
BI-WEEKLY BILI	ING PRICE:	\$	2,137,234.62	(1/26 X TARGET	PRICE)

**CLIN 0013** Contract Year 5 - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0013AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	4-Hour Rate	Total Amount
9,000 qtr-hr	\$ 65.17	\$586,530.00

CLIN 0013AB Management & Mess Attendant Messhalls

Quantity	4-Hour Rate	Total Amount
600 qtr-hr	\$37.22	\$ 22,332.00

**IN 0014 Contract Year 5** - Food Preparation Serving Equipment (FPSE) Lintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0014AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total Amount
12 mo	\$ 53,301.16	\$ <u>639,613.92</u>
CLIN 0014AB	FPSE Service Calls (se	ee para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$71.57	\$236,181.00
CLIN 0014AC	Repair Parts (see para	a B.3.4.3)
Quantity		Total <u>Amount</u>
12 mo		\$ <u>TBD</u>

/ IN 0015 **OFTION -- Contract Year 6** - For the period 1 October 2007 through . September 2008, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any advanced Food Technology in Contract Year 6 should also be included in the pricing of this line item.

Quantity	Target Cos Per Meal		-	t Profit r Meal	Total Target Profit
14,100,000 ea (ESTIMATED NUMBER OF MEALS	\$ <sup>(b)(4);</sup>	\$	\$ <sup>(b)</sup>	(4)	\$ <sup>((0)(4)</sup>
TARGET PRICE:		\$56,470,	500 (Tar	get Cost + T	arget Profit)
TARGET PRICE	PER MEAL:	\$4.	annone and the second se	get Cost per fit per Meal	Meal + Target )
CEILING PRICE	PER MEAL:	\$4.		discussion tion)	at end of
SHARE RATIO:		(b)(4)	(Gove	ernment/Cont	ractor)
BI-WEEKLY BIL	LING PRICE:	\$,2,171,	942.31 (1/20	6 X TARGET P	RICE)

**\_\_\_IN 0016 OPTION - Contract Year 6** - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0016AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	4-Hour Rate	Total Amount
9,000 gtr-hr	\$ 65.17	\$586,530.00

CLIN 0016AB Management & Mess Attendant Messhalls

<u>Quantity</u>	Hour Rate	Total Amount
600 qtr-hr	\$37.22	\$ 22,332.00

**CLIN 0017 OPTION - Contract Year 6** - Food Preparation Serving Equipment (SPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

**CLIN 0017AA** FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total <u>Amount</u>
12 mo	\$ 53,369.35	\$640,432.20

CLIN 0017AB FPSE Service Calls (see para B.3.4.2)

Quantity	Hourly Rate	Total Amount
3,300 hrs	\$71.66	\$236,478.00
CLIN 0017AC	Repair Parts (see para	B.3.4.3)

Quantity	Total <u>Amount</u>
12 mo	\$ TBD

#### M00027-02-C-0001

0 gtr-hr

✓ IN 0018 OPTION -- Contract Year 7 - For the period 1 October 2008 through J September 2009, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 7 should also be included in the pricing of this line item.

<u>Quantity</u> 14,100,000 ea (ESTIMATED NUMBER OF MEALS)	Target Cost Per Meal \$	t Total <u>Target C</u> \$	-	Meal Targe	otal t Profit
TARGET PRICE:		\$	(Targe	et Cost + Target	Profit)
TARGET PRICE	PER MEAL:	\$4.070		et Cost per Meal it per Meal)	+ Target
CEILING PRICE	PER MEAL:	\$4.301	(See of Sect:	discussion at end ion)	l of
SHARE RATIO:		(b)(4)	. (Gove	rnment/Contractor	:)
BI-WEEKLY BIL	LING PRICE:	\$ 2,207,192	.31	X TARGET PRICE)	

**CLIN 0019 OPTION - Contract Year 7** - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0019AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

\$ 22,332.00

<u>Quantity</u>	4-Hour Rate	<u>Total Amount</u>
9,000 qtr-hr	\$ 65.17	\$ <u>586,530.00</u>
CLIN 0019AB	Management & Mess Attendan	t Messhalls
Quantity	4-Hour Rate	Total Amount

37.22

\$

**IN 0020 OPTION - Contract Year 7** - Food Preparation Serving Equipment (r'PSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

CLIN 0020AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly Rate	Total <u>Amount</u>
12 mo	\$ 53,439.29	\$641,271.48
CLIN 0020AB	FPSE Service Calls (see	e para B.3.4.2)
Quantity	Hourly Rate	Total Amount
3,300 hrs	\$71.76	\$236,808.00
CLIN 0020AC	Repair Parts (see para	B.3.4.3)
Quantity		Total Amount

12 mo

**IN 0021 OPTION -- Contract Year 8** - For the period 1 October 2009 through September 2010, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the thirty-two (32) messhalls cited. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 8 should also be included in the pricing of this line item.

\$

TBD

<u>Quantity</u> 14,100,000 ea (ESTIMATED NUMBER OF MEALS)	Target Cos Per Meal \$		Target ProfitTotalPer MealTarget Profit(b)(4)(b)(4)\$\$
TARGET PRICE:		\$ 58,331,700	(Target Cost + Target Profit)
TARGET PRICE	PER MEAL:	\$4.137	(Target Cost per Meal + Target Profit per Meal)
CEILING PRICE	PER MEAL:	\$4.348	(See discussion at end of Section)
- SHARE RATIO:		(b)(4)	(Government/Contractor)
BI-WEEKLY BILI	LING PRICE:	\$2,243,526.92	(1/26 X TARGET PRICE)

LIN 0022 OPTION - Contract Year 8 - Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provede meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0022AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

Quantity	<u>⊭-Hour_Rate</u>	<u>Total Amount</u>
9,000 gtr-hr	\$ 65.17	\$586,530.00

CLIN 0022AB Management & Mess Attendant Messhalls

Quantity	Hour Rate	<u>Total Amount</u>
600 qtr-hr	\$37.22	\$ 22,332.00

**CLIN 0023 OPTION - Contract Year 8** - Food Preparation Serving Equipment (FPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.

IN 0023AA FPSE Preventive Maintenance (see para B.3.3)

Quantity	Monthly <u>Rate</u>	Total Amount
12 mo	\$_53,511.01	\$ <u>642,132.12</u>

CLIN 0023AB FPSE Service Calls (see para B.3.4.2)

Quantity	Hourly Rate	Total <u>Amount</u>	
3,300 hrs	\$71.85	\$237,105.00	
CLIN 0023AC	Repair Parts (see para	B.3.4.3)	

Quantity		Total Amount
12 mo	\$_	TBD

# 2. CONTRACT YEAR BREAKDOWN

The following is provided relative to the periods of performance set forth in CLINs 0001 through 0023 above:

CLINS	Period of Performance
0001 - 0002	From performance start date through 30 September 2003
0003 - 0005	From 1 October 2003 through 30 September 2004
0006 - 0008	From 1 October 2004 through 30 September 2005
0009 - 0011	From 1 October 2005 through 30 September 2006
. 0012 - 0014	From 1 October 2006 through 30 September 2007
0015 - 0017	From 1 October 2007 through 30 September 2008
0018 - 0020	From 1 October 2008 through 30 September 2009
0021 - 0023	From 1 October 2009 through 30 September 2010

# B.3. CONTRACT TYPE/PRICING INFORMATION

THIS IS A MULTI-YEAR CONTRACT, WITH FIXED-PRICE INCENTIVE, FIRM-FIXED PRICE, AND TIME-AND-MATERIALS ELEMENTS. THE FOLLOWING SETS FORTH THE CONTRACTUAL APPROACH FOR EACH CONTRACT LINE ITEM.

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## B.3.1. MULTI-YEAR

Contract Line Item Numbers (CLINs) 0001 through 0014 represent the multi-year (5year) portion of the contract, subject to multi-year contract provisions. As such, the Marine Corps is acquiring five (5) program years of subsistence and labor, contingent upon the appropriation of funds for the second and subsequent years, without the need to establish or exercise options for those years. Inasmuch as the total funds for the five-year period will not be available at the time of contract award, the contract also provides for cancellation payments to be made in the event funds are not available for the second or subsequent contract years. Pursuant to FAR 52.217-2, entitled Cancellation Under Multi-Year Contracts (see Section I), upon cancellation of a multi-year contract the Contractor must submit a claim for allowable, allocable costs arising as a result of the cancellation. The claim shall be made as if the contract were being Terminated for the Convenience of the Government, and the resultant payment shall not exceed the cancellation ceiling set forth in the contract for the time at which the cancellation was effected. Also see Section H herein for a discussion of funds availability and cancellation ceilings. Option CLINs 0015 through 0023 are established for contract years six through eight, available upon completion of the multi-year phase of the contract.

## .3.2. FIXED-PRICE INCENTIVE

Contract Line Item Numbers (CLINs) 0001, 0003, 0006, 0009, 0012, 0015, 0018 and 0021 are established on a Fixed-Price Incentive - Firm (FPI-F) basis. An FPI contract allows for price adjustments based on varying cost and profit results from the application of a formula set forth in the contract. Each of the above CLINs is also assigned a negotiated ceiling price per meal which cannot be exceeded. As a completion type effort, the Contractor must provide the subsistence and labor required at no more than the ceiling price per meal. Should cost overruns occur to the extent that the Contractor cannot meet its contractual requirements within the ceiling price per meal, the work must still be continued to completion.

# The following is provided as guidance for pricing of the CLINs set forth in the paragraph above:

- **Target Cost:** Offerors should base proposed target cost on the estimated number of meals cited (which is based on historical data) and all requirements of Section C (including purchase of subsistence and development/implementation of any Advanced Food Technology), except for Food Preparation Serving Equipment Maintenance and Repair.
- For pricing purposes, the following represents data from FY98 reflecting a breakdown, by percentage, of meals served during that fiscal year:

Breakfast	-	25.89%	Breakfast Brunch -	4.72%
Lunch	-	33.17%	Dinner Brunch 👘 -	4.95%
Dinner	-	30.14%	Night Dinner -	0.56%
			Holidays -	0.57%

The Target Cost figure proposed should take into account the above meal breakdown, recognizing the fact that some meal types are more costly than others (e.g., Holiday meals are generally more expensive and Breakfast meals less expensive). It is noted that a single meal may consist of more than one serving per customer, or incomplete meals selected by customers. Regardless of the number of servings (seconds) consumed by a customer during a meal period, one customer will only count for one meal against the total number of meals served. Seconds will be served on request, although a less expensive entrée may be substituted. Likewise, customers who desire less than a full meal will be counted as a complete meal for payment purposes.

- irget Cost Per Meal: Target Cost per Meal is Target Cost divided by the Estimated Number of Meals. Offerors should carry the cost-per-meal pricing out to three significant digits (e.g., \$2.914 per meal). A single Target Cost per Meal must be proposed for each contract year. As a weighted average, the Target Cost per Meal must take into account the disparity in cost between various types of meals as discussed above.
- **Target Profit:** Total Target Profit proposed should represent a reasonable profit level, correlating to the estimated Target Cost.
- Target Profit Per Meal: Target Profit per Meal is Target Profit divided by the Estimated Number of Meals. Offerors should carry the profit-per-meal pricing out to three significant digits (e.g., \$.275 per meal)
- Target Price: Target Price is the sum of Target Cost and Target Profit.
- Target Price Per Meal: Target Price per Meal is the sum of Target Cost per Meal and Target Profit per Meal.
- Ceiling Price Per Meal: This is the maximum amount the Government will pay per meal under the FPI CLINS, regardless of actual costs incurred. Offers must include a ceiling price per meal amount in the cost proposal for each FPI line item. The Marine Corps anticipates the total prices to be paid under this contract to be less than that being experienced on existing contracts. While offerors may propose ceiling prices which escalate each contract year, with implementation and operation of technological improvements and efficiencies, it is hoped that costs will actually decrease from Contract Year 1 through the term of the contract.
- Share Ratio: This formula expresses the Government/Contractor agreement for sharing risk in contract performance; i.e., in cost savings or overruns. The figure on the left of the ratio is the Government's share, the figure on the right is the Contractor's share. Thus, an 80/20 share ratio will produce a \$0.20 increase in profit (above Target Profit) for every \$1.00 saved in actual costs below the target cost. Conversely, for every \$1.00 in actual cost incurred above the Target Cost, the Contractor's final profit would decrease by \$0.20 below Target Profit. Offerors must insert a proposed Share Ratio for each year of performance.
- Billing Price: Offerors shall insert an amount 1/26<sup>th</sup> of the Target Price. In accordance with FAR 52.216-16, the contractor shall invoice on a bi-weekly basis at the billing prices set forth above (1/26<sup>th</sup> of Target Price), adjusted based upon applicable performance deductions.

# 3.2.1. <u>PROFIT DETERMINATION PROCEDURES</u> (CLINS 0001, 0003, 0006, 0009, J12, 0015, 0018, and 0021)

At the end of each contract year, the actual total number of meals served during that year and the actual cost figures will be provided to the Contracting Officer for the purpose of establishing the final profit amount for the year. The following process shall be used:

- 1. Actual Annual Cost
   ------ = Actual Cost per Meal
   Actual Number of Meals
- 2. Target Cost per Meal Actual Cost per Meal = + Delta Variance from Target (actual above target results in negative number (overrun), actual below target results in positive number (underrun))
- 3. Delta x Contractor Share (from Share Ratio) = Profit Adjustment
- 4. Target Profit per Meal <u>+</u> Profit Adjustment = Final Profit per Meal (if Profit Adjustment is positive (underrun), amount is added to Target Profit per Meal; if Profit Adjustment is negative (overrun), amount is subtracted from Target Profit per Meal)
- 5. Final Profit per Meal x Actual Number of Meals = Total Final Profit

R 52.216-16 describes the requirement for submission of quarterly statements to the Government. Information contained in these statements, particularly the number of meals served in each quarter, will be used as the basis for a quarterly reconciliation of actual meals served against the estimated number of meals for that period. The actual number of meals served over or under the estimated number shall be multiplied by the Target Price Per Meal, and that amount shall be applied as a credit or debit against the next available bi-weekly provisional invoice. Concurrently, quarterly adjustments to provisional payments may be made based on performance (Technical Exhibit 1). At the end of each contract year, after establishing dollar amounts for Actual Cost and Total Final Profit, adjustments may be made for exceeding the goals set forth in the Small Business Subcontracting Plan (see FAR 52.219-10 and FAR 52.219-26, set forth in full text in Section I), as well as any performance adjustments effected during the year. The Contractor shall be reimbursed the difference between this final total amount for the contract year and the cumulative amount already invoiced and paid that year under bi-weekly billings. Performance deductions taken during the contract year may not be recouped in the final payment for the contract year. See Attachment XIV for sample scenarios of both quarterly reconciliation of meal counts and the final payment computation process.

B.3.2.2. <u>FPI SCENARIOS</u>. THE FOLLOWING ARE SAMPLE SCENARIOS OUTLINING THE STEPS REQUIRED FOR CALCULATING FPI FINAL PROFIT. GIVEN THE HYPOTHETICAL TARGET COST AND PROFIT FRAMEWORK SET FORTH BELOW, FOUR EXAMPLES OF PROFIT OUTCOMES FOLLOW: M00027-02-C-0001

# POTHETICAL PROPOSAL

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Qua	ntity	Target Cost Per Meal	Total - <u>Target Cos</u>	1	Target Profit Per Meal	Total <u>Target Profit</u>
(ES	300,000 ea TIMATED BER OF MEALS)		<u>\$39,325,000</u>	.00	\$0.250	<u>\$3,575,000.00</u>
Т	ARGET PRICE:	-	\$42,900,000.00	(Targe	et Cost + Target	Profit)
Т	ARGET PRICE I	PER MEAL:	\$3.000	-	et Cost per Meal Meal)	+ Target Profit
С	EILING PRICE	PER MEAL:	\$3.500	(See d	liscussion above	)
S	HARE RATIO:	-	70 / 30	(Gove	nment/Contracto	r)
В	I-WEEKLY BILI	LING PRICE:	\$1,650,000.00	(1/26	X TARGET PRICE)	
1.	Actual Anr					
	Actual Numbe		= Actual Cost pe	er Mea.	L	
$\frown$	Target Cost	per Meal - A	Actual Cost per	Meal =	= <u>+</u> Delta Varian	ce from Target
3.	Delta x Cont	ractor Share	e (from Share Ra	atio) =	- Profit Adjustm	ent
4.	Target Profi	it per Meal <u>-</u>	- Profit Adjustr	ment =	Final Profit pe	r Meal
5.	Final Profit	: per Meal x	Actual Number of	of Meal	.s = Total Final	Profit
A.	EXAMPLE OF A	ACTUAL COST I	PER MEAL = TARGE	ET COS	PER MEAL	<i></i>
Tot	al actual cos	st = \$39,875,	,000.00 Actu	al numl	per of meals = 1	4,500,000
1.	\$38,875,000.			1 0		
	14,500,000		per meal (Actua	al Cost	per Meal)	
2.	\$2.750 - \$2.	.750 = \$0.000	) (Delta)			
3.	\$0.000 x .3	= \$0.00 (Pro	ofit Adjustment)	)		
4.	\$0.250 + \$0.	.000 = \$0.250	) (Final Profit	per Me	eal)	
5.	\$0.250 x 14,	,500,000 = \$3	3,625,000.00 (To	otal F:	inal Profit)	
1						500 000 00

n this scenario, the final price for the FPI CLIN would be \$43,500,000.00 (\$39,875,000.00 + \$3,625,000.00).

#### EXAMPLE OF ACTUAL COST PER MEAL > TARGET COST PER MEAL

Total actual cost = \$42,000,000.00 Actual number of meals = 14,000,000

- 1. \$42,000,000.00
   ----- = \$3.00 per meal (Actual Cost per Meal)
   14,000,000
- 2. \$2.750 \$3.000 = -\$0.250 (Delta)
- 3.  $-\$0.250 \times .3 = -\$0.075$  (Profit Adjustment)
- 4. \$0.250 \$0.075 = \$0.175 (Final Profit Per Meal)
- 5. \$0.175 x 14,000,000 = \$2,450,000.00 (Total Final Profit)

In this scenario, the final price for the FPI CLIN would be \$44,450,000.00 (\$42,000,000.00 + \$2,450,000.00).

#### C. EXAMPLE OF ACTUAL COST PER MEAL > CEILING PRICE PER MEAL

Total actual cost = \$50,400,000.00 Actual number of meals 14,000,000

- \$50,400,000.00
  ------= \$3.600 per meal (Actual Cost per Meal)
  14,000,000
- 2. \$2.750 \$3.600 = -\$0.850 (Delta)
- 3.  $-\$0.850 \times .3 = -\$0.255$  (Profit Adjustment)
- 4. \$0.250 \$0.255 = -\$0.005 (Final Profit Per Meal)

In this scenario, the Total Final Profit would be \$0.00, and the final price for the FPI CLIN would be \$49,000,000.00 (\$3.50 ceiling price X 14,000,000 meals).

#### D. EXAMPLE OF ACTUAL COST PER MEAL < TARGET COST PER MEAL

Total actual cost = \$35,750,000.00 Actual number of meals = 13,750,000

- 1. \$35,750,000.00
   ----- = \$2.600 per meal (Actual Cost per Meal)
   13,750,000
- 2. \$2.750 \$2.600 = \$0.150 (Delta)
- 3. \$0.150 x .3 = \$0.045 (Profit Adjustment)
- .. \$0.250 + \$0.045 = \$0.295 (Final Profit Per Meal)

\$0.295 x 13,750,000 = \$4,056,250.00 (Total Final Profit)

In this scenario, the final price for the FPI CLIN would be \$39,806,250.00 (\$35,750,000.00 + \$4,056,250.00).

#### B.3.3. FIRM-FIXED PRICE

SubCLINS 0005AA, 0008AA, 0011AA, 0014AA, 0017AA, 0020AA and 0023AA (Preventive Maintenance (PM) for each contract year starting in Year 2) shall be proposed as a fixed monthly rate, based upon the offeror's assessment of the level of effort and skill required to perform periodic PM on the food preparation equipment at all messhalls listed in Technical Exhibit 3. These SubCLINs shall be invoiced and reimbursed at the monthly rate cited.

# **B.3.4. TIME AND MATERIALS**

B.3.4.1 Under **CLINS 0002, 0004, 0007, 0010, 0013, 0016, 0019 and 0022** (Extended Service Hours), offerors shall insert an extended 4-hour (15-minute) rate for providing additional services beyond the required meal serving hour. A single 4-hour rate shall apply to both Full Food Service and Brig Management and Food Preparation messhalls, and a separate rate may be proposed for Management & Mess Attendant messhalls.

B.3.4.2. Under SubCLINS 0005AB, 0008AB, 0011AB, 0014AB, 0017AB, 0020AB and 23AB (Service Calls), offerors shall propose an hourly labor rate only. The nourly rates proposed for each year will be used for both evaluation (pre-award) and billing (post-award). For evaluation purposes, an estimated number of hours is cited which will be applied to the proposed hourly rate for an estimated total dollar amount for repairs. At commencement of performance under each of these subCLINs, funds will be obligated covering the estimated total. The Contractor shall invoice at the rate cited for each hour of repair effort performed, and charge against the amount obligated under that SubCLIN.

B.3.4.3. SubCLINS 0005AC, 0008AC, 0011AC, 0014AC, 0017AC, 0020AC and 0023AC (Repair Parts) are line items against which the Contractor may charge for parts necessary to effect equipment repair. As it will be unknown until the repairs are performed what repair parts will be needed, offerors are not required to propose dollar amounts for these SubCLINs. Offerors should indicate in their proposals the pricing approach they intend to use for acquiring parts (catalog pricing, discounts), which should not exceed actual cost plus General and Administrative Expense. At the commencement of performance under each of these subCLINs, funds will be obligated covering the estimated total.

NOTE: In the event of mobilization, the Contractor may be required to back-fill for Marine cooks while those cooks are deployed. In such a scenario, the eight Management and Mess Attendant messhalls will effectively be converted to Full Food Service messhalls for as long as the Contractor is required to perform food reparation duties. If and when that takes place, separate cost and profit .gures will be proposed and negotiated covering such periods of increased services provided by the Contractor at those messhalls.

#### SECTION C

#### DESCRIPTION/REQUIREMENTS/WORK STATEMENT

#### SECTION CI

#### GENERAL

C1 <u>SCOPE OF WORK</u>. The Contractor shall provide all management, personnel, supervision, subsistence and other items and services as stated to perform Full Food Service (FFS), Management and Mess Attendant (M&MA), and Brig Messhall Management and Food Preparation (M&FP) tasks at various east coast Marine Corps installations as defined in this Contract. The Contractor shall perform to all the standards and requirements in this contract at the messhalls listed in this contract and shall require travel necessary to perform contract requirements within the east coast of the continental United States as listed in paragraphs Cl.3.1 to Cl. 3.3, below. The Offerors proposal submitted in response to this Request for Proposal (RFP) and the substance therein will become binding on the Offeror. In other words, the requirements contained in this RFP and the offeror/awardee proposal submittal will become the document known as "the Contract".

**CL1** <u>TYPES OF SERVICES.</u> A brief explanation of the various types of services required under this contract are listed below. These services are required for a 12 month period, each year, for each messhall listed unless otherwise stated.

**C1.1.1 General Service Tasks Applicable To All Messhalls.** Section C5 contains all general service task requirements that apply to all messhalls under this contract.

C1.1.2 Full Food Service (FFS). Section C5A contains provisions for contractor messhall management, food preparation and mess attendant (custodial) services.

**Cl.1.3** Management and Mess Attendant (M&MA). Section C5B contains contractor messhall management, salad room tasks and mess attendant (custodial) functions. The Government will provide main entree, fast food/carry-out, and bakery/dessert preparation services for those M&MA messhalls identified herein. The salad room/vegetable preparation services will be provided by the Contractor.

CL1.4 Brig Messhall Management and Food Preparation (M&FP). Section C5C includes messhall management and all food preparation services. The Government will provide all mess attendant (custodial) services for those Brig M&FP messhalls identified herein.

**CL2** <u>MESSHALL MANAGEMENT.</u> Each type of service listed in paragraph C1.1 above will require the Contractor to provide critical contract messhall management services for each messhall under the provisions of this contract. Contractor messhall managerial functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional-style food service establishment.

**C1.2.1** At a minimum, the Contractor shall staff each messhall facility with a messhall manager, Marine Corps Food Service Information System (MCFMIS) subsistence clerk, cashier(s) and mess attendant supervisors.

**C1.2.2** For the eight (8) Management and Mess Attendant (M&MA) messhalls listed under this contract, the Government shall provide Government food service personnel (Marine active-duty cooks) to perform most of the food preparation functions without Contractor supervision. Government food service personnel will not work directly for nor be supervised by the contract messhall manager. The Contractor shall not include any Government labor costs, either directly or indirectly, into their cost estimates for labor.

CL3 <u>MESSHALLS REOUIRING SERVICES</u>. The following tables depict each messhall and type of services required for all Marine Corps messhalls under this contract located on the east coast of the United States.

# **C1.3.1 EAST COAST MESSHALLS REQUIRING FULL FOOD SERVICE (FFS) SERVICES -** 23 MESSHALLS:

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Location and Quantity	Command	Messhall Building Number
Marine Barracks, Washington, DC (1)	Marine Barracks, 8th and I Streets	Tower 1, Post 5 Marine Barracks
Henderson Hall, Arlington, VA (1)	Headquarters Battalion	Building # 25
Marine Corps Base, Quantico, VA (6)	Headquarters and Service Battalion	Messhall 2000 (Bruce Hall)
	Marine Corps Air Facility	Messhall 2109
· · · · · · · · · · · · · · · · · · ·	Officer Candidate School	Messhall 5000 (Bobo Hall)
	Weapons Training Battalion	Messhall 27219
	The Basic School (TBS)	Messhall 24002 (Maxam Hall)
· · · · · · · · · · · · · · · · · · ·	The Basic School (TBS)	Messhall 24165 (O'Bannon Hall)
Marine Security Force Battalion, Norfolk, VA (1)	Marine Security Force Battalion, Camp Elmore	Messhall MCA-602
Marine Corps Base, Camp Lejeune, Jacksonville, NC (7)	Weapons Training Battalion	Messhall RR-3
	Marine Corps Service Support Schools (MCSSS)	Messhall M-455
	Marine Corps Engineer School	Messhall BB-7
	School of Infantry, Camp Geiger	Messhall G-640
	Headquarters and Service Battalion, 2nd FSSG	Messhall HP 9
	8th Marine Regiment, 2d MarDiv	Messhall HP 211
	10th Marine Regiment, 2d MarDiv	Messhall HP 521
Marine Corps Recruit Depot, Parris Island, SC (7)	Headquarters and Service Battalion	Messhall 149
	1th Recruit Training Battalion	Messhall 590
	2th Recruit Training Battalion	Messhall 600
	3th Recruit Training Battalion	Messhall 410
· ·	4th Recruit Training Battalion	Messhall 926
	Weapons and Field Training Battalion (Recruit)	Messhall 769
	Weapons and Field Training Battalion (Permanent Personnel)	Messhall 700

# C1.3.2 EAST COAST MESSHALLS REQUIRING MANAGEMENT AND MESS ATTENDANT (M&MA) SERVICES - 8 MESSHALLS:

Location and Quantity	Command	Messhall Building Number
Marine Corps Air Station Cherry Point, Havelock, NC (1)	Headquarters and Headquarters Squadron	Messhall 3451
Marine Corps Auxillery Landing Field, Bogue, NC (1)	Marine Wing Support Squadron (MWSS) 271	Messhall 8052
Marine Corps Base, Camp Lejeune, Jacksonville, NC (4)	2d Landing Support Battalion, 2d FSSG	Messhall FC420
	2th Marine Regiment, 2d MarDiv	Messhall HP 122
	6th Marine Regiment, 2d MarDiv	Messhall HP 411
	8th Engineer Support Battalion, 2d FSSG	Messhall FC303
Marine Corps Air Station New River, NC (1)	Headquarters and Headquarters Squadron	Messhall 4012
Marine Corps Air Station Beaufort, SC (1)	Headquarters and Headquarters Squadron	Messhall 442

# C1.3.3 EAST COAST BRIG MESSHALLS REQUIRING MANAGEMENT AND FOOD PREPARATION (M&FP) SERVICES - 2 MESSHALLS:

Location and Quantity	Command	Messhall Building Number	
Marine Corps Base, Quantico, VA (1)	Security Battalion (Brig)	Messhall 3247	
Marine Corps Base, Camp Lejeune, Jacksonville, NC (1)	Security Company (Brig), Headquarters and Service Battalion	Messhall 1041	

C1.4 <u>CONTRACT SERVICES APPLICATION</u>. Sections C.1, C.2, C.3, C.4 and C.7, of this contract and their requirements apply equally to all services required under the contract for Full Food Service (FFS) services, Management and Mess Attendant (M&MA) services, and Brig Messhall Management and Food Preparation (M&FP) service tasks and requirements.

C1.4.1 Section C5A contains Full Food Service (FFS) task requirements, section C5B contains Management and Mess Attendant (M&MA) tasks, section C5C contains Brig Messhall Management and Food Preparation (M&FP) task requirements for Marine Corps Brigs at MCB Quantico and MCB Camp Lejeune, NC. Refer to Section C2 of this contract for definitions of these terms/services.

**C1.4.2** Section C6 contains supplementary support service tasks unique to specific messhalls and/or installations which are outside the normal purview of service tasks contained anywhere else in this contract. For example, the Marine Corps Barracks messhall at 8<sup>th</sup> and I in Washington, DC, support special meals following seasonal ceremonial parades.

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C1.5 <u>CONTRACTOR-SUBMITTED PLANS</u>. Each Contractor shall submit the following plans as part of their proposals as they apply to all services under the provisions of this acquisition.

a. Contractor's Integrated Organization and Management Plan, to include:

(1) Contractor's Organization and Management Plan

- (2) Contractor's Advanced Food Technology Plan
- (3) Contractor's Quality Control Plan
- (4) Contractor's Phase-In Plan
- b. Contractor's Small Business Subcontracting Plan
- c. Contractor's Javits-Wagner-O'Day (JWOD) Requirements Plan
- d. Contractor's Past Performance Plan

C1.5.1 <u>CONTRACTOR'S INTEGRATED ORGANIZATION AND MANAGEMENT PLAN</u>. The Contractor is required to submit, as part of their proposal, the following key plans:

C1.5.1.1 CONTRACTOR'S ORGANIZATION AND MANAGEMENT PLAN. The Contractor's

Organization and Management Plan shall outline the Contractor's integrated organizational management scheme and philosophy in order to maintain consistent acceptable performance throughout the term of this contract. The plan shall include a description of the Company's, goals, objectives, key personnel organizational structure and relationships, recruitment procedures, employee training plan, subsistence sourcing plan, management and quality control processes.

\*Technical Proposal Requirement (s): State in detail proposed procedures for your organization and management plan as follows:

development.

1. The Company's philosophy, goals, objectives, recruitment procedures and project team

2. Provide an organizational outline addressing the project's organizational structure identifying responsibilities and reporting relationships of all key personnel that the Contractor deems necessary to successfully execute this contract.

3. Describe how the Contractor will accomplish organizational objectives and maintain system viability and acceptable performance.

4. Describe what steps the Contractor will take in order to successfully communicate and coordinate with Government food service personnel to ensure mission accomplishment.

5. Describe Contractor managerial efforts to minimize conflict and foster cooperation between Government and Contractor personnel in Management and Mess Attendant messhalls.

6. Describe in detail all elements of your employee training program to meet the employee training requirements contained in Section C1.5.1.1.2, herein.

7. Describe all proposed subsistence supply sources (Government and/or commercial sources ) to provide all necessary subsistence to Marine Corps messhalls and any associated supporting facilities. Refer to Section C.4.1 of this contract for additional information.

**C1.5.1.1.1 CONTRACTOR'S SUBSISTENCE SOURCING PLAN.** The Contractor is required to use the Government's Defense Logistics Agency (DLA), Defense Supply Center - Philadelphia (DSCP) Subsistence Prime Vendor Program as the mandatory source for subsistence to be used in Marine Corps messhalls under this contract. However, some are not procured through the DSCP Prime Vendor Program and are procured locally at Base and Station installations. These items may include bread, dairy products, carbonated and non-carbonated beverages, novelty ice cream products, etc. Therefore, the Contractor shall submit a Subsistence Sourcing Plan identifying all sources of procured subsistence.

The Contractor shall provide a Subsistence Sourcing Plan based on provisions, alternatives, and approved sources as outlined in Section C4.1 of this contract. The plan shall describe all proposed subsistence supply sources (Government and/or commercial sources) to provide all necessary subsistence to Marine Corps messhalls and any associated support facilities.

\*Technical Proposal Requirement (s): Describe in detail the following:

1. Determine and describe which source (s) of subsistence supplies will be employed to provide maximum benefits to the Contractor and Government alike. Describe the aspects of interfacing with the DSCP Prime Vendor Program and all current Base/Station installation locally procured items.

2. Determine and describe all aspects of sourcing, procurement, transportation, distribution and deliveries to all messhalls under this contract.

C1.5.1.1.2 EMPLOYEE TRAINING. The Contractor shall provide employee training to ensure employees are fully knowledgeable of the service tasks under this contract. Additionally, some mandatory Government training requires successful completion of written exams. The Contractor is responsible for providing interpreters for employees undergoing training that do not speak, read or understand the English language. The Contractor shall be responsible for providing any interpreter costs. In addition to Government-mandatory training of food safety, Brig security, recruit comportment, and MCFMIS training, the Contractor employee training shall include the following substantive areas:

- 1. personal hygiene,
- 2. prevention of food-borne illness,
- 3. food service equipment operator maintenance and safety,
- 4. food preparation and serving techniques,
- 5. housekeeping practices,
- 6. recycling procedures,
- 7. safe use and storage of chemical compounds,
- 8. and environmental compliance.

**C1.5.1.1.2.1 Food Safety and Hazard Analysis Critical Control Points (HACCP) Training.** All Contractor employees shall receive training in food safety as required by Naval regulations SECNAVINST 4061.1B and NAVMED Pub P5010, Chapter 1, Food Safety. This regulation is based on the U. S. Public Health Service, Food and Drug Administration (FDA) "Food Code". All food service personnel, both military and civilian, are required to be trained and certified in accordance with Naval regulations. Commercially available programs such as the National Restaurant Association, Serve-Safe Courses or the Educational Testing Service Program that meet the competency based requirements can be substituted for P5010 Chapter 1 training requirements. All Contractor food safety and HACCP training programs must be conducted by qualified food sanitation instructors.

C1.5.1.1.2.1.1 <u>Qualified Food Sanitation and Safety Instructors</u>. For purposes of this contract qualified food sanitation/safety instructors are contractor personnel who supervise or train food service personnel and are successful graduates of a supervisor/manager food safety training course approved by the local Preventive Medicine Authority (PMA).

**C1.5.1.1.2.1.2** <u>Supervisor/Manager Training Course.</u> Food service sanitation/safety training is required of all Contractor supervisory and managerial personnel per SECNAVINST4061.1B. If approved by the area PMA, other commercially available programs such as the National Restaurant Association, Serve-Safe Courses or the Educational Testing Service Program that meet the competency based requirements can be substituted for P5010 Chapter 1 training requirements. All Contractor food safety and HACCP training programs must be conducted by qualified food sanitation instructors. Instructors qualified to teach the food safety training for managers and supervisors are military and civilian personnel who are approved by the cognizant Naval Environmental Preventive Medicine Unit (NAVENPVNTMEDU).

C1.5.1.1.2.1.2.1 The 18-hour supervisor/manager food service sanitation/food safety training course shall include at a minimum the following:

- a. Admisitration/Distribution of Materials
- b. Microbiology and Food-Borne Illness
- c. Personal Hygiene/Health Requirements
- d. Food Preparation and Serving
- e. Hazard Analysis of Critical Control Points (HACCP)
- f. Inspection and Storage of Food

- g. Ware Washing
- h. Pest Control in Food Service Areas
- i. Cleaning and Sanitizing of Food Service Equipment
- j. Safety
- k. Instructor Techniques

C1.5.1.1.2.1.2.2 A refresher supervisor/manager course is required every 3 years. The supervisor/manager food sanitation course also certifies supervisors/managers to teach the 4-hour employee food safety course. For additional information refer to NAVMED P5010, Chapter 1, Food Safety.

**C1.5.1.1.2.1.3** Food Employees. All Contractor food service employees must receive a minimum of 4 hours initial food safety training. New food service personnel shall receive this 4 hour training within the first 30 days of employment. All food service employees must receive a minimum additional 4 hours annual sanitation training. This requirement for annual training need not be conducted in a consecutive 4 hour block of time. Temporary food service personnel assigned for 30 days or less must receive 2 hours initial training and orientation. Personnel assigned in excess of 30 days must receive the minimum 4 hours training required of food service personnel. The 4 hour employee food safety training course shall include the following topics:

- a. Personal Hygiene/Health Requirements
- b. Using Thermometers and Keeping Temperature Logs
- c. Inspection and Storage of Food
- d. Food Preparation and Serving
- e. Cleaning and Sanitizing

**C1.5.1.1.2.1.4** Food Safety Training Certificates. A separate Food Safety Training Certificate (NAVMED 4061/1) will be issued by the PMA for all contract food service employees, supervisors, and persons in charge and must be kept on file by the person in charge at the work location. Certificates will not be held by individual personnel except on occasion of transfer or dismissal. These certificates must be verified by supervisory personnel, Government food service QAE's, and by the PMA during routine sanitation inspections.

**C1.5.1.1.2.2 Brig-Related Training.** All Contractor personnel employed in Marine Corps Brigs are required to attend Government-provided Brig-related training which includes Pre-Service Corrections Training and In-Service Corrections Training. Refer to paragraph C5C.3.4 of Section C5C for complete training requirements.

**C1.5.1.1.2.3 Recruit Comportment and Standards of Conduct Training.** All Contractor personnel employed at Marine Corps Recruit Depot (MCRD) messhalls are required to attend Government-provided Recruit Comportment and Standard of Conduct training prior to being placed in the messhall. This training is one (1) hour in duration. Successful completion of a written exam is required.

C1.5.1.1.2.4 MCFMIS-related Training. The Contractor shall ensure all MCFMIS clerks receive initial MCFMIS training at the Contractors expense. The Contractor shall require newly assigned MCFMIS personnel be available for initial training prior to contract start date and prior to being placed in a messhall. Initial MCFMIS training will be provided at no cost to the contractor.

**C1.5.1.1.2.5** Employee Progression Training. The Contractor may elect to train their employees in progression (on-the-job training or cross training) for advancement purposes. For example, the Contractor may choose to train mess attendants as cooks or cooks training for the position of chief cook, etc. If this type of training takes place, the Contractor shall ensure that all "trainees" are properly observed and supervised by qualified personnel while in a training status. At no time will untrained/unqualified contract personnel assume duties of a higher level position without possessing the necessary qualifications and skills of the higher position.

CL5.1.2 CONTRACTOR'S ADVANCED FOOD TECHNOLOGY PLAN. This contract has as its ultimate goal, maximizing food service efficiencies and technology in an effort to continue to provide quality food services for United States Marine Corps personnel and other authorized patrons while at the same time realize savings over current Marine Corps food service operating processes. To this end, each Contractor is encouraged to submit

proposals based upon the use of advanced food preparation and production technologies and other economies of scale in order to provide continuous quality food service support at the lowest possible cost. The offeror may propose a central production facility (CPF), utilizing technology like cook chill, the Contractor may offer construction of their own CPF; procurement of products through their own existing CPF or a third party's excess CPF capacity; procurement of cook chill products from a third party and/or a combination of these options.

\*Technical Proposal Requirement(s): Describe in detail your Advanced Food Technology Plan as follows:

1. Describe in detail the manner in which advanced food production and technologies will be incorporated across the entire spectrum of the requirements contained herein.

2. Describe in detail any centralized processing, production, transportation and distribution efforts you will use.

3. Describe any efforts to involve third party vendors using advanced technologies.

**Cl.5.1.3 CONTRACTOR'S QUALITY CONTROL (QC) PLAN.** Provide a Quality Control Plan and program that specifically addresses each required service shown in Technical Exhibit 1 (TE1) - Performance Requirement Summary (PRS) for Full Food Service services (TEla), Management and Mess Attendant services (TE1b) and Brig Messhall Management and Food Preparation services (TE1c). The plan shall be provided in sufficient detail to ensure the Government of your understanding and commitment to quality control across the entire spectrum of this contract.

\*Technical Proposal Requirement (s): The Contractor's proposed Quality Control Plan shall include in detail the following items:

1. State the number of contract quality control inspectors to be used and the number of inspections to be conducted on each messhall and elsewhere per month to ensure that the Government receives all contract services.

2. State who will prepare the Quality Control Inspection Schedule, when will it be prepared, when will the Government receive a copy prior to each month's inspections, and how it will be used to ensure the performance of all contract services.

3. A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

4. State what corrective action will be taken when contractor quality control inspections indicate contract service discrepancies.

5. Include specific provisions for positive validation of services.

6. An organization structure which provides for the Quality Control Manager to have direct communication and access to the Contractor's top management.

7. A method of documenting and enforcing quality control operations.

8. Affirmatively state the level of training of employees.

9. <u>Customer Comment/Complaint Program</u>. As part of the Contractor's Quality Control Plan, a customer comment/complaint program shall be included that does the following:

a. Provides a method for recipients of contract services to registers comments, complaints,

deficiencies.

b. Describes the manner in which the Contractor shall promptly investigate all customer comments/complaints.

c. Describes how the Contractor will respond to customer comments and complaints. Describe how and when (state time frame in number of business days) all customer comments/complaints expressed in writing to the Contractor will be forwarded to the Contracting Officer's Representative (COR).

d. Describes a monthly synopsis of complaints received and actions taken by the Contractor to address those comments/complaints. The synopsis shall be forwarded to the Contracting Officer's Representative (COR) not later than five (5) business days following the end of each calendar month.

10. <u>Quality Control Records</u>. Internal Quality Control records of all inspections conducted by the Contractor under their quality control program shall be maintained at the Contractor's on-site offices at the local Bases/Stations for Government review. The Contractor shall make these documents available to the Contracting Officer, local Base/Station Food Service Officer, COR's, QAE's or their representatives as requested by the

Government throughout the term of this contract. Describe how the Contractor will make internal quality control records available to the Government.

11. <u>Hazard Analysis Critical Control Point (HACCP) Plan</u>. The Contractor shall describe their HACCP goals and objectives and the identification of the Hazard Analysis Critical Control Points (HACCP) as outlined in the commercial food service industry by the National Advisory Committee on Microbiological Criteria for Foods in handling and preparing food as management's responsibility in monitoring the day-to-day operations.

CL5.1.4 CONTRACTOR'S PHASE-IN PLAN. The Contractor shall submit a detailed Phase-In Plan describing how the contractor intends to phase-in and transition east coast operations for twenty-three (23) full food service messhalls, eight (8) management and mess attendant (M&MA) messhalls, and two (2) Brig messhall management and food preparation (M&FP) operations.

**C1.5.1.4.1** The transition from Government-managed to Contractor-managed facilities and services required herein, may be viewed in two phases. The first phase (**Phase I**), is envisioned as the initial startup, transition, and operation of current Marine Corps messhalls until such time as an advanced/lower cost alternative proposed by the Contractor and approved by the Government is implemented. The second phase (**Phase II**), would consist of the actual transition of services and possibly facilities to the enhanced, lower-cost operations which could allow some of the messhalls listed below for use as receptor sites. In addition to other requirements relative to contract award criteria, the award of this contract will be based upon the best plan to economize United States Marine Corps food service operations with continued emphasis on providing superior customer service to all messhall patrons.

**C1.5.1.4.2** It is the Government's desire that services under the regional contract will commence at each messhall with the expiration of existing contractual coverage. To assist the Contractor in the development of their Phase-In Plan, the following tables outline the messhall services contracts in effect in FY00. The listing below indicates messhall services under this regional contract, along with the preceding contract/contractor status. The services required under the regional contract may or may not be the same services being provided by the Contractor listed. Additionally, Attachment V of this contract contains a Government estimate of the phasing-out of Government food service personnel which may assist the Contractor in determining their phase-in requirements.

Installation and Quantity	Messhall Building Number	Current Contract Status
Marine Barracks, Washington, DC (1)	Tower 1, Post 5 Marine Barracks	No Current Contracta
Henderson Hall, Arlington, VA (1)	Building # 25	Fairfax Opportunities Unlimited (FOU (NISH) Option period Ends - 30 Sep 2000
Marine Corps Base, Quantico, VA (6)	Messhall 2000 (Bruce Hall)	FOU (NISH) Option period Ends - 30 Sep 2000
	Messhall 2109	FOU (NISH) Option period Ends - 30 Sep 2000
	Messhall 5000 (Bobo Hall)	FOU (NISH) Option period Ends - 30 Sep 2000
	Messhall 27219	FOU (NISH) Option period Ends - 30 Sep 2000
	Messhail 24002 (Maxam Hall)	FOU (NISH) Option period Ends - 30 Sep 2000
	Messhall 24165 (O'Bannon Hall)	FOU (NISH) Option period Ends - 30 Sep 2000

## C1.5.1.4.2.1 EAST COAST FULL FOOD SERVICE (FFS) MESSHALLS:

Installation and Quantity	Messhall Building Number	Current Contract Status
Marine Security Force Battalion, Norfolk, VA (1)	Messhall MCA-602	Hilton Enterprises Inc. Option Period Ends - 30 Sep 2000
Marine Corps Base, Camp Lejeune, Jacksonville, NC (4)	Messhall RR-3	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000
	Messhall M-455	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000
	Messhall BB-7	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000
	Messhall G-640	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000
	Messhall HP 9	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000
Marine Corps Recruit Depot, Parris Island, SC (7)	Messhall 149	No Current Contract
	Messhall 590	No Current Contract
	Messhall 600	No Current Contract
	Messhall 410	No Current Contract
	Messhall 926	No Current Contract
	Messhall 769	No Current Contract
	Messhall 700	No Current Contract

# C1.5.1.4.2.2 EAST COAST MANAGEMENT AND MESS ATTENDANT (M&MA) MESSHALLS

Installation and Quantity	Messhall Building Number	Contract Status	
Marine Corps Air Station Cherry Point, Havelock, NC (1)	Messhall 3451	Craven Evaluation and Training Center (CETC), Inc (NISH) Options Period Ends – 30 September 2000	
Marine Corps Auxillery Landing Field, Bogue, NC (1)	Messhall #8052	No Current Contract	
Marine Corps Base, Camp Lejeune, Jacksonville, NC (6)	Messhall FC420	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000	
	Messhall HP 211	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000	
	Messhall HP 411	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000	
	Messhall HP 122	Moore's Cafeteria Services Option Period ends- 30 Sep 2000	

	Messhall HP 521	Moore's Cafeteria Services Option Period Ends - 30 Sep 2000
	Messhall FC303	Moore's Cafeteria Services Option Period Ends 30 Sep 2000
Marine Corps Air Station New River, NC (1)	Messhall 4012	Coastal Enterprises of Jacksonville, NC (NISH) Basic Period Ends 30 Sep 2000
Marine Corps Air Station Beaufort, SC (1)	Messhall 442	Goodwill Industries of Lower South Carolina, Inc (NISH) Option Period Ends - 31 Dec 2000

# C1.5.1.4.2.3 EAST COAST BRIG MESSHALL MANAGEMENT AND FOOD PREPARATION (M&FP) MESSHALLS

Installation and Quantity	Messhall Building Number	Contract Status
Marine Corps Base, Quantico, VA (1)	Brig Messhall 3247	No Current Contract
Marine Corps Base, Camp Lejeune, Jacksonville, NC (1)	Brig Messhall 1041	No Current Contract

**C1.5.1.4.3** The Contractor's Phase-In Plan, in addition to addressing the transitioning from Government-operated to Contractor-operated messshalls, will also specifically address the following areas:

\*Technical Proposal Requirement (s): Describe in detail procedures for phase-in and transition of operations in the following areas:

- 1. Procedures for recruitment, hiring and initial training of essential and nonessential personnel.
- 2. Use/recruitment of incumbent personnel
- 3. Physical examinations/health certficates

4. Procedures for joint Government and Contractor inventories (messhalls, equipment,

subsistence, etc.). See Sect C.5.5.1 Sect 3.3.1.1

applicable.

5. Turnover procedures and relations with previous contractors.

6. Interfacing with local labor unions and current Collective Bargaining Agreements (CBA's), if

8. Describe coordinated travel plans with Headquarters Marine Corps personnel to travel to each location and to meet with local Marine Corps Base/Station officials during transition and before contract start date.

Cl.5.2 <u>CONTRACTOR'S SMALL BUSINESS SUBCONTRACTING PLAN.</u> Offerors, other than small business offerors, shall submit proposed small business subcontracting plans in accordance with FAR 19.704, FAR 52.219-9 and DFARS 219.704. At a minimum, the proposed Subcontracting Plan shall reflect that 30% of the contract effort shall be subcontracted to small business concerns. This minimum requirement shall not include: (1) messhall labor set aside for JWOD Community Rehabilitation Programs; (2) subsistence aquired from the Defense Logistics Agency's (DLA) Prime Vendors and Defense Subsistence Officers (DSOs); or (3) development and implementation of advanced food technology. The minimum 30% small business percentage requirement shall apply to all other elements of the contract (e.g., non-JWOD messhall labor, market-ready locally purchased subsistence, cleaning supplies, and food processing and serving equipment maintenance and parts).

Offerors must address these two separate and distinct (though related) small business subcontracting issues: (1) the mandatory 30% small business subcontracting requirement, and (2) the small and disadvantaged business subcontracting goals, including goals for small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and woman-owned small business concerns, as described in FAR 52.219-9 and DFARS 252.219-7003.

An acceptable Small business Subcontracting Plan will reflect that at least 30% of the total contract amount (less the three elements listed above) be subcontracted to small business concerns as defined by FAR 19.001 (i.e., a business entity organized for profit and qualified as small under the criteria and size standards set forth in FAR Subpart 19.1). The 30% figure is a floor amount, the absolute minimum acceptable. This is not a goal, it is an absolute requirement; however, the 30% small business subcontracting requirement shall be included in the calculation of the small business subcontracting goal in the overall small business subcontracting plan. The base for the calculation of the mandatory 30% small business subcontracting requirement is the total contract amount, less the three excepted elements.

All subcontracting under the contract shall be considered with respect to the goals established in the small business subcontracting plan, including: (1) messhall labor set-aside for JWOD Community Rehabilitation Programs; (2) subsistenence acquired from Prime Vendors and Defense Subsistence Offices; and (3) development and implementation of advanced food technology. The calculation of the goals set forth in the small business subcontracting plan, and the SF294 and SF295 reports, shall reflect all subcontracting under the contract, pursuant to FAR 52.219-9 and DFARS 252.219-7003. The base for the calculation of small business subcontracting goals under the small business subcontracting plan (including subcontracting goals for small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and womanowned small business concerns) is the total dollar amount subcontracting for purposes of the small business subcontracting for purposes of subcontracting of small business subcontracting for small business concerns, small business concerns, and womanowned small business concerns) is the total dollar amount subcontracted under the contract (not the total amount of the contract). Thus the calculation of small business subcontracting for purposes of the small business subcontracting plan and goals is as follows:

Total small business subcontracting dollars, including subcontracts under JWOD program, divided by the total subcontract amount (and similarly for small disadvantaged business concerns, HUBZone small business concerns, and women-owned small business concerns).

The total small business dollars subcontracted must equal or exceed an amount equal to 30% of the total contract amount less the three elements excepted.

.30

#### Calculation of Mandatory 30% Small Business Subcontracting Requirement:

Total Estimated Amount of Contract	\$
Less Estimated Amount for (1) Messhall	
Labor Set-Aside for JWOD Community	
Rehab Programs; (2) Subsistence from	
DLA Prime Vendors and DSOs; and (3)	
Development and Implementation of	
Advanced Food Technology	\$
Subtotal	\$
	X
30% Mandatory Small Business	
Subcontracting Requirement	\$

Calculation of Small Business Subcontracting Goal:

30% Mandatory Small Business Subcontracting Requirement	\$	
Plus JWOD Labor	\$	
Plus other Small Business		
Subcontracting (if any)	\$	
Total Small Business Subcontracting	\$	
Divided by Total Estimate for all		
Subcontracting (Including DLA Prime		
Vendors and DSOs and JWOD Labor)	\$	
Small Business Subcontracting Goal:		

C1.5.3 <u>CONTRACTOR'S JWOD REOUIREMENTS PLAN.</u> Offerors are advised that their proposal must take into consideration that twelve (12) east coast messhalls have been set-aside under the Javits-Wagner-O'Day Act (JWOD), 41 U. S. C. 46-48c and FAR 8.7, as shown at the table below. Offerors proposals must explain how they will integrate the JWOD-affiliated organizations into their overall performance.

%

Installation and Quantity	Messhall Building Number	Type Service
8th and I, Washington, DC (1)	Tower 5 Post 5	FFS
Henderson Hall, Arlington, VA (1)	Messhall 25	FFS
Marine Corps Base, Quantico, VA (6)	Messhall 2000 (Bruce Hall)	FFS
	Messhall 2109	FFS
	Messhall 27219	FFS
	Messhall 24002 (Maxam Hall)	FFS
	Messhall 24165 (O'Bannon Hall)	FFS
	Messhall 5000 (Bobo Hall)	FFS
Marine Corps Security Force Battalion, Norfolk, VA (1)	Messhall MCA 602	FFS
Marine Corps Air Station Cherry Point, Havelock, NC (1)	Messhall 3451	M&MA
Aarine Corps Air Station New River, NC (1)	Messhall 4012	M&MA
Marine Corps Air Station Beaufort, SC (1)	Messhall 422	M&MA

EAST COAST JWOD-SET-ASIDE MESSHALLS

**C1.6 RANDOLPH-SHEPPARD ACT NOTIFICATION.** Offerors are advised that the Randolph-Sheppard Act (20 U.S. Code 107d-3[e]) applies to this acquisition, In accordance with the rules of the Department of Education (34 CFR 395 - Vending Facility Program for the Blind on Federal Property, Sec 395.33) and the rules of the Department of Defense (32 CFR 260 - Vending Facility for the Blind on Federal Property, Sec 260.3 [g]), should a blind vendor's proposal, as offered through the applicable State Licensing Agency (SLA), be within the competitive range established by the contracting officer, the contract will be awarded to the State Licensing Agency.

C1.7 <u>SAFETY COMPLIANCE</u>. The Contractor is required to comply with all federal, state, local, USMC and Navy fire and safety regulations. The Contractor shall obey and conform to OSHA and local Base/Station safety regulations. Safety regulations may be obtained from each local Base/Station Safety Officer.

**C1.7.1** The Contractor shall confer with the local Base/Station Safety Officer to coordinate and implement applicable safety rules and regulations prior to commencement of contract work. The Government shall maintain the right to inspect for safety conditions and safe working practices, periodically or as considered necessary by the Contracting Officer and/or local Base/Station Safety Officer.

**C1.7.2** The Contracting Officer will notify the Contractor of any safety noncompliance and the action to be taken by the Contractor. The Contractor shall, after receipt of such notice, immediately correct the condition. If the Contractor fails or refuses to comply with safety requirements, the Contracting Officer may issue an order ceasing all or part of the work until satisfactory corrective action has been taken. Should the stop order be as a direct result of the Contractor, the Government will not honor any claims or excess costs or damages from the Contractor.

**C1.7.3** The Contractor shall provide and maintain updated Material Safety Data Sheets (MSDS) for all hazardous materials used in messhalls and provide a copy to the Government within five (5) business days following receipt of material. The Contractor shall ensure that individual packages contain manufacturer's instructions on use of each material and all items are properly labeled at all times.

Cl.8 FIRE PREVENTION AND EVACUATION. The Contractor shall establish and follow an approved fire prevention and evacuation program. The Contractor shall submit a copy of the fire prevention and evacuation program to the Contracting Officer for review not later than 90 days after contract award. The Contractor shall ensure all contract employees are familiar with this program for their respective messhall. The Contractor may request assistance from the local Base/Station Fire Protection and Prevention Divisions in establishing a fire prevention program by submitting a request in writing to the Contracting Officer.

CI.9 <u>PHYSICAL SECURITY</u>. The Contractor shall be responsible for the following security requirements:

**C1.9.1 Installation Access.** The Contractor shall be responsible for obtaining installation access as required (e.g., ID badges, vehicle registration, etc.) for all Contractor personnel authorized to work on the installations. All Government-furnished identification shall be returned to the Government upon dismissal or termination of contractor employees and/or completion/termination of the contract.

**Cl.9.2** Security Checks. Contractor personnel and their vehicles shall only be present in Base/Station locations where services under this contract are actually being performed. All Contractor personnel entering the military installations listed herein shall conform to all Government regulations and are subject to such vehicle searches as may be deemed necessary to ensure that no violations occur. No employee shall be permitted on the military installation when a vehicle search reveals that their presence would be detrimental to the security of the military installation. Upon request, the Contractor shall submit to the Contracting Officer questionnaires and other forms as may be required for security purposes.

**Cl.9.3** Safeguarding Government Property. The Contractor shall be responsible for safeguarding all Government-furnished facilities, messhalls, property, supplies, cash from the sale of meals, and controlled/serialized forms provided for Contractor use. All items shall be properly secured at the end of each work day.

**Cl.9.4 Key Control.** The Contractor shall establish and implement a method of accounting for all messhall keys issued to the Contractor by the Government. Keys issued to the Contractor by the Government shall not be duplicated without Government approval. The Contractor shall report any loss of keys to the COR not later than two (2) hours after discovery of such loss. The Contractor shall be responsible for all costs associated with replacement or re-keying locks and for replacement of keys if such action was necessary due to negligence of Contractor personnel.

**Cl.10 ENERGY CONSERVATION.** The Contractor shall comply with each installation's energy conservation program by implementing an awareness program in each messhall. The Contractor shall instruct employees in energy conservation practices and methods of preventing waste of Government utilities per NAVMC 2733 "ENERGY CONSERVATION IN MESSHALLS" which is on file at each messhall.

C1.11 <u>SEVERE WEATHER AND NATURAL DISASTER OPERATIONS.</u> The Contractor shall provide continued service under severe weather and natural disasters unless otherwise directed by the Government. These severe weather and natural disaster conditions may include hurricanes, earthquakes, brush/forest fires, flooding, snow and/or ice storms, etc.

**C1.11.1** Under the Marine Corps Disaster Management Plan, messhall Contractor personnel are considered "emergency employees" and will be allowed access to the installation under severe weather and/or natural disaster conditions unless damage to the installation infrastructure is to the extent that it presents a personal safety hazard for Contractor personnel or unless instructed by the Government to close the messhall (s).

**C1.11.2** The Contractor shall ensure that messhalls are fully staffed during severe weather or natural disasters through whatever means necessary and are required to transport Contractor personnel to their respective facilities, if necessary. The Contractor may be required to have contract employees remain overnight in Government billeting facilities to allow for preparation and serving of the next day's meal. The billeting facilities may be Bachelor Enlisted Quarters (BEQ's), evacuation shelters or in extreme cases the messhalls themselves. The local Contracting Officer and/or the local Base/Station Food Service Officer may make this determination. The Government will only provide appropriate bedding and toilet facilities for this purpose. Personal health and comfort items is the sole responsibility of Contractor personnel.

**C1.11.3** The Contractor shall also provide service under partial/limited utility service. For example, Government emergency generators may provide limited electrical service to certain messhalls. Steam may be inoperative but food preparation and service may still be accomplished by using equipment powered by the emergency generators. The Government will provide additional instructions and guidance as warranted.

**C1.11.4** The Contractor may be required to provide severe weather or natural disaster support to additional personnel as listed below.

- a. Emergency road and/or power crews,
- b. Red Cross workers,
- c. Evacuation shelter personnel,
- d. Displaced military family members,
- e. Additional Government personnel from other commands/messhalls.

This support may require round-the-clock feeding and could include full meal compliments, partial meal service, boxed/bagged meals, meals for consumption away from the messhall (insulated import containers), and/or all related beverages. Specific information, instructions, and duration of support will be provided by the Government, when necessary. Every attempt will be made by the Government to distribute severe weather support requirements to those specific messhalls that are designated disaster feed sites per local SOP/Disaster Plans.

**C1.12** <u>ENVIRONMENTAL COMPLIANCE</u>. The Contractor shall comply with all applicable Federal, State and local environmental protection laws. The Contractor shall be totally responsible for paying all fines and penalties levied against it for all federal, state, and local environmental violations.

**Cl.13** <u>ACCIDENT INJURY/REPORTING.</u> Immediately upon the occurrence of a job-related injury, the Contractor shall prepare a Ground Mishap Report and forward the original to the local Base/Station Safety Officer and COR. Technical advice and assistance necessary in accident investigating and reporting may be requested from the local Base/Station Safety Officer. If any claims are made by a third party against the Contractor as a result of an accident which occurs in connection with the Contractor's performance, the Contractor shall submit a full report to the Contracting Officer, in writing, within 24 hours of the initiation of the third party claim.

**C1.14** <u>CONTRACTOR PERSONNEL COMMUNICATION SKILLS.</u> The Contractor shall furnish all contract personnel to accomplish work required by this contract. The Contractor personnel filling messhall positions that require direct involvement/conversation with Government personnel shall be able to speak, read and understand English. These positions include subsistence storeroom personnel, serving line servers, cashiers/headcount personnel and any other employee having direct contact with Government personnel.

**C1.15** <u>EMPLOYEE UNIFORMS.</u> The Contractor shall procure and provide all employee uniforms at the Contractor's expense. Uniforms may vary by locale at the discretion of the Contractor.

**Cl.15.1** Contractor personnel shall always present a neat appearance and shall be easily recognize as contract employees and wear each component (shirts, slacks or trousers, vests, ties, visors, hats, etc.) as a full uniform compliment at all times while on duty in order to present a professional appearance.

**Cl.15.2** All uniforms shall be in good repair, with no holes, tears, or heavy stains. Uniforms shall be freshly laundered, light or pastel in color, well fitting and color coordinated.

Cl.15.3 Employees shall wear a fresh, clean, and pressed uniform each day and have available an extra uniform to change into if a uniform becomes badly soiled.

Cl.15.4 Uniforms shall not contain commercial advertising except hats and name tags may display the name of the Contractor's firm.

**Cl.15.5** The type and color of uniforms, as well as the standards of dress for supervisors, cashiers, drivers and supply personnel shall be approved by the Contracting Officer. The Contractor shall submit sample uniforms to the Contracting Officer for approval not less than sixty (60) days prior to the contract start date. Additionally, a sperate and identifiable dress standard will be required for supervisors and garbage/trash handling personnel.

**Cl.15.6** The Contractor shall provide special type clothing (jackets, rubber gloves, aprons, hats and hair restraints, safety shoes, ear plugs, etc.). The Contractor shall also provide special jackets/coats to mess attendants, cashiers, storeroom and other outside personnel for use during the winter months and for use in the refrigerated storage areas. These jackets/coats shall be identical in form, fit and function to include color.

C1.16 HAIR AND HAIR RESTRAINTS. All personnel entering or working in food preparation and/or serving areas shall wear hair nets or plain white disposable hats.

**Cl.16.1** All personnel with hair that exceeds the lower edge of the uniform collar shall wear a hair net or other effective hair restraint. All hair restraints shall be kept neat and clean with no visible signs of decay, fraying or other types of deterioration. Disposable hats shall not contain writing, drawings, or any other type of defacement.

**Cl.16.2** All facial hair other than a mustache will require the wearing of a snood or beard bag. Personnel with facial hair that cannot be adequately restrained shall be prohibited from working in the food service operations to include the storerooms and back dock locations.

Cl.16.3 Cashiers are not required to wear a hair net while performing cashier duties. When cashiers perform food preparation/serving/mess deck area duties, a hair net or other effective hair restraint shall be worn.

**Cl.16.4** When contract personnel are wearing baseball-type hats, the hat bill shall face forward and be placed on or above the forehead. These type of hats may be worn by managers, supervisors, storeroom, maintenance and GI house/backdock personnel only.

CI.17 <u>NAME TAGS.</u> All Contractor personnel shall wear name tags with a minimum of the Contractor's name and the employee's name.

Cl.17.1 Name tags worn by all key/supervisory personnel shall indicate their job title.

Cl.17.2 Identification on the name tags shall be readily discernible from a distance of five feet.

Cl.17.3 Name tags shall be worn in a professional manner, straight and level at all times, and shall not be worn sideways, upside down or crooked.

Cl.17.4 Name tags shall be worn on the right front of the uniform for easy viewing.

Cl.17.5 Nametags shall be provided to new employees within ten (10) working days after their employment date.

**Cl.17.6** Temporary name tags shall be of a professional nature by use of an embossing or other type label maker. Yellow "stick-on" type temporary name tags are not acceptable.

**Cl.18 JEWELRY.** With the exception of wedding bands and medical alert bracelets or medical alert necklaces, personnel shall not wear jewelry. Earrings and/or other types of exposed body piercing/adornments (ears, tongue, nose, eyebrows, etc.) are not authorized. Cashiers may wear a watch while performing cashier duties. When cashiers perform food preparation/serving/dining area duties, the watch shall be removed.

**Cl.19 FOOTWEAR.** Footwear shall be clean and of sturdy construction and shall cover the entire foot for sanitation and safety reasons. Footwear may be white or black shoes or sneakers (non-canvas) with rubber soles of non-slip design. Footwear shall not contain "loud" or eccentric (i.e. florescent, "glow in the dark", etc.) colors, designs, stripes or logos which detract from a professional food service appearance. Construction type boots shall not be worn by contract personnel except for storeroom or backdock personnel. Personnel shall not wear open toe shoes, sandals, or shoes with high platforms, spiked heels, or heels higher than two inches. Employees shall wear socks or hose as appropriate.

## CL20 PERSONNEL MANAGEMENT.

**C1.20.1 Conduct of Employees.** The Contractor shall be responsible for the performance and conduct of all personnel under this contract. Contractor personnel shall abide by all security regulations and shall be subject to such security checks as may be deemed necessary by the Government. The Government reserves the right to direct the removal of an employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contract employees for reasons stated above does not relieve the Contractor from responsibility for total performance.

**C1.20.2** Conflict of Interest. The Contractor shall not employ any person who is an employee of the United States Government or Department of Defense, military, or civilian, if the employment of that person would create, or give the appearance of a conflict of interest as defined in Chapter 8, DOD 5500.7-R, Joint Ethics Regulation.

**C1.20.3 Alien Employment.** No alien shall be employed who does not have a valid U. S. Immigration T- 151 or I-94 Alien Registration Card.

**Cl.20.4 Employment of Family Members.** The Contractor shall not assign more than one (1) immediate family member to the same messhall. This includes temporary assignments.

**Cl.20.5 Off-Duty Military Personnel.** The Contractor is cautioned that off-duty active duty military personnel hired under this contract may be subject to permanent change of station, sudden change in duty hours, or deployment. The employment of such individuals will not relieve the Contractor of successful performance of this contract.

**Cl.20.6 Military Reservists and National Guard Members.** These individuals may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. Their absence at any time shall not constitute an excuse for nonperformance under this contract.

# C1.20.7 Vehicles and Vehicle Operators.

**C1.20.7.1** <u>Contractor and Subcontractor Vehicle Requirements.</u> Each vehicle to be used in the performance of this contract shall show the Contractor's or subcontractor's name so that it is clearly visible and shall always display a valid state license plate and safety inspection sticker. Contractor or subcontractor vehicle operators shall maintain a valid drivers license for the category of vehicle operated. Contractors and subcontractors must receive written authorization from the Contracting Officer and must possess valid vehicle insurance before the Base/Station Provost Marshal's Office will issue installation vehicle decals.</u>

**Cl.20.7.2** <u>Contractor and Subcontractor Employee Vehicle Requirements.</u> Contractor personnel and their vehicles shall be present only in locations requiring contract services. Contractor and subcontractor employees shall have a valid driver's license for privately owned vehicles brought aboard military installations for commuting purposes. These vehicles shall always display a valid state license plate and safety inspection sticker. Contractors and subcontractors must furnish the local Base/Station Provost Marshal's Office any documentation required to substantiate that employees are employed by the Contractor.</u>

Cl.20.8 Personnel Hygiene. Contractor personnel shall:

**Cl.20.8.1** Wash their hands upon returning/reporting to work, immediately, after eating, after visiting or cleaning a rest room, after using tobacco products, after taking a break and after handling raw poultry, garbage, or otherwise soiling the hands.

Cl.20.8.2 Maintain and keep fingernails clean, short, so they do not extend beyond the end of the fingers and devoid of nail polish.

Cl.20.8.3 Not smoke or use tobacco in any form, except during break periods in designated areas outside the building.

Cl.20.8.4 Not carry items in open shirt pockets, without button-down flaps, while in the food preparation and serving area except a dial-type thermometer and a ball point pen secured to the pocket.

**Cl.20.9 Personnel Separation of Duties.** Personnel who handle or serve food shall not be used to clean rest rooms, garbage cans, drains, grease traps, or perform similar custodial duties during periods of food preparation or serving.

**Cl.20.9.1** Personnel who clean rest rooms, garbage cans, drains, grease traps, or perform other similar custodial duties shall not be used to prepare food, replenish beverages or ice, or perform as servers on the serving line.

**Cl.20.9.2** Storeroom personnel may be used to setup and replenish beverage lines and replenish ice machines provided they thoroughly wash their hands and their uniform presents a neat and professional appearance before performing such duties.

**Cl.20.10 Prohibitive Use Of Alcoholic Beverages/Illegal Drugs**. The use of alcoholic beverages, illegal drugs, or other incapacitating agents while on duty, is strictly forbidden. The Contractor shall immediately remove and replace employees who are under the influence of such substances without causing a disruption in services.

**Cl.20.11** Loitering. Contractor employees shall not loiter, congregate or sleep, in any working or patron area. Upon completion of their assigned shift, employees shall depart the messhall, unless they are consuming meals in the messhall. Only Contractor personnel on-duty are authorized in Government messhalls.

**Cl.20.12 Employee Breaks.** Employee breaks (rest periods) shall not be taken during the meal period. Breaks shall be taken in designated areas only. Contract employees on breaks shall not interrupt or interfere with contract employees performing contracted services.

**C1.20.13 Shift Changes.** Shift changes shall not interfere with normal operations of the messhall, to include serving of food and clean up after meals. Shift changes shall not occur during the serving of a meal during designated meal periods.

C1.20.14 Parking. Employees vehicles shall be parked only in areas designated by local Base/Station regulations.

**Cl.20.15** Hearing Protection. Contractor employees working in identified noise hazard areas shall wear hearing protective devices provided by the Contractor.

C1.20.16 Electronic Devices. Contractor personnel shall not have electronic devices such as radios, CD players, etc., in Government facilities or work areas.

## Cl.21 MEDICAL.

**Cl.21.1 Pre-Employment Examination.** Prior to employment and annually thereafter, Contractor personnel shall obtain medical clearance from their private physician stating they are free from communicable disease per NAVMED P5010, Chapter 1, Food Safety and BUMED Instruction 6224.1 series.

**Cl.21.2** The Contractor shall present employee medical clearances to the Occupational Health/Preventive Medicine Department of the Government's Military Medical Treatment Facility (MTF). Upon receipt of this medical clearance and upon successful completion of the initial four (4) hours of food safety and sanitation training, the employee will be issued a Food Safety Training Certificate (NAVMED 4061/1).

Cl.21.3 Work Shift Examinations. The Contractor shall inspect personnel at the start of each shift for overt evidence of communicable diseases to include boils, infected wounds, open sores, or acute respiratory infection.

**Cl.21.3.1** Personnel with any health problems shall not be permitted to work in any capacity where there is likelihood of food or food contact surface contamination with pathogenic organisms, or transmitting disease agents to others.

**Cl.21.3.2** If a Contractor employee has been absent from work because of a potentially communicable disease (e.g., stomach virus, diarrhea, infection of the skin and upper respiratory tract) or infectious illness they shall be required to receive medical clearance from a private physician before returning to work. Documentation of written clearances shall be maintained on file by the Contractor for the life of this contract.

**Cl.21.4 Emergency Medical Treatment.** Government-furnished medical service is not available to Contractor personnel except in emergency on-the-job situations when personnel suffer serious injury or acute pain.

East coast Marine Corps installations located at 8th and I, Henderson Hall, and Quantico do not have emergency medical treatment facilities (ER's). Contractor personnel must dial 911 for medical emergencies at these locations.

Cl.21.4.1 Government emergency treatment will be effected as the first point of medical care.

Cl.21.4.2 Transfer to non-Government facilities shall be effected as soon as possible and as determined by attending medical authorities.

**Cl.21.4.3** Contractor employees experiencing emergency on-the-job injuries or illness may use the nearest available government/military Medical Treatment Facility (MTF).

**Cl.21.4.4** The Contractor shall be responsible for any charges resulting from treatment received at the government/military Medical Treatment Facility (MTF).

**Cl.21.5** Notification of Employee-Contracted Communicable Disease. The Contractor shall notify the Contracting Officer and local Base/Station Food Service Officer immediately (no later than 1 hour) following diagnosis by a medical authority in any situation where Contractor employees have contracted a communicable disease. Notification by phone is acceptable. These diseases include but are not limited to Hepatitis (all types), TB, measles, conjunctivitis (pink eye) and chicken pox. The Contractor shall immediately remove from Government facilities those contract employees suspected of these diseases.

**C1.21.6 Notification of Other Types of Illness.** The Contractor shall notify the Contracting Officer in writing anytime a Contractor employee has been diagnosed with an illness due to Salmonella Typhi, Shigell spp, Excherichia coli 0157:H7, or Hepatitis A virus.

**Cl.21.7** Non-Medical Absence. Personnel who have been absent from their duties for thirty (30) calendar days or more shall have a complete medical examination by a private physician prior to returning to work.

**Cl.21.8 Food-Borne Illness/Outbreak.** The Contractor shall cooperate fully with medical authorities by providing employees, messhalls, subsistence and equipment available for all microbiological tests and screening related to the food-borne illness/outbreak. Items for review include items such as; finger plate cultures, rinse tests, swab tests, contact plate tests and other other microbiological tests required by the Government.

**C1.21.8.1** The Contractor shall notify the Contracting Officer and local Base/Station Food Service Officer having operational control of the messhall immediately, but not later than eight (8) hours in any situation where Contractor employees suspect a food-borne situation may exist.

**Cl.21.8.2** When a food-borne illness/outbreak is suspected, food shall not be discarded until directed by the Medical Officer of the Preventive Medicine Authority (PMA).

**Cl.21.8.3** The Contractor will not be paid for any additional costs incurred, as a result of the Government's investigation, if the Contractor was found responsible for the outbreak.

**C1.21.9 Representative Meal Trays.** The Contractor shall provide representative meal tray service as described and outlined below. The purpose for the representative meal trays is to hold prepared meal items for epidemiological investigation and microbiological review resulting from a suspected food-borne outbreak.

At the Officer Candidate School (OCS) messhall at MCB Quantico, VA and most messhalls at MCRD Parris Island, SC the Contractor is required to maintain Representative Meal Trays also know as "Dead Man's Trays" for every meal served in a messhall. Representative meal trays shall be collected for each breakfast, lunch, dinner, breakfast brunch and dinner brunch meal prepared and served in messhalls at these locations. Each tray/sample will be held for seventy-two (72) hours following the date/time of the sample collection.

C1.21.9.1 <u>Sample Collection</u>. The Contractor shall collect samples for every meal served. Samples shall come directly from serving pans actually located on the patron serving line (s). At a minimum, the items to be collected are main entree's, starches, vegetables, desserts, fast food items, salad bar items containing salad dressings, speciality bars and field meal items if the field meals are different products than those items served on the garrison messhall

serving lines. Only one sample of each meal from one serving line is required. Samples shall be collected on patron dinnerware or other approriate containers and appropriately covered with plastic wrap or aluminum foil.

**C1.21.9.2** <u>Labeling</u>. The Contractor shall label each sample collected with an appropriate label that will not come off of the sample covering. The labels shall contain at a minimum the following infomation; the meal period, date and time sample was collected, date and time sample is to be discarded (72 hours following collection).

**C1.21.9.3** <u>Holding/Storage</u>. The Contractor shall immediately place sample trays under refrigeration in separate designated areas ensuring samples do not get mixed up with non-sample items in storage.

**C1.21.9.4** <u>Disposal</u>. The Contractor shall properly dispose of samples within three (3) hours following the expiration date and time. Trays/samples shall be discarded, in the same manner other leftovers are discarded.

**C1.21.9.5** <u>Surrendering Samples for Investigation</u>. Upon notification of a food-borne incident the Contractor shall hold all representative meal trays in all messhalls affected until arrival of the investigation team. The Contractor shall coorperate fully with investigation officals and provide samples and other suspected items as requested.

C1.22 <u>SANITATION INSPECTIONS.</u> In addition to evaluations of Contractor performance by the Government's local Base/Station Food Service Office Staff with Quality Assurance Evaluators (QAEs), Preventive Medicine Authority (PMA) personnel will also inspect each contracted messhall for compliance with sanitation standards as contained in NAVMED P5010, Chapter 1, Food Safety.

C1.22.1 The cleanliness of each space and related equipment will be measured by means of the Food Establishment Inspection Form, NAVMED 6240/1 (Rev. 12/97).

**Cl.22.2** Sanitation discrepancies require immediate corrective action. When a food establishment exceeds critical violation limits the establishment may be shutdown until required sanitation standards are restored.

**Cl.22.3** The Contractor shall be responsible for any and all costs associated for messhall closure due to Contractor failure to maintain acceptable sanitation standards.

CL23 <u>REOUIRED MEAL SERVING/SERVICE HOURS.</u> The Contractor shall provide meal service during the required meal serving periods to include extended meal service as annotated in Technical Exhibit 2 (TE2) for each messhall under this contract as stated below:

Cl.23.1 Required Meal Serving Hours. The required meal serving hours for each messhall under this contract are listed in TE2, herein.

**C1.23.2 Holiday Service.** The meal serving hours for Marine Corps Birthday, Thanksgiving, Christmas and New Year's Day holidays may fluctuate. Military family members and guests of active duty military personnel, as authorized by each Installation Commander, shall be permitted to eat the holiday meal in the messhalls. Increased attendance can be expected and extended hours may be necessary. Holiday menu items will be depicted in the regional Master Menu and the number of meals to be served for these holidays can be expected to increase. Schedules for holidays and other special occasions requiring service will be made available to the Contractor at least five (5) days prior to the date service is required.

**C1.23.3 Shifting Required Meal Serving Hours.** The Contractor shall, at the direction of the Contracting Officer or his/her designated representative, shift required meal serving hours to accommodate installation, command or individual unit requirements at no cost to the Government. In other words, should a command or unit have a feeding requirement which would require opening the breakfast meal to be served a specific time frame than that originally stated in TE2 the exact of time is "shifted" to the end of meal period with minimual impact on all concerned. For example, most messhall serving hours are 90 minutes in duration. However, using the breakfast as an example, the messhall's normal serving hours are 6:00 a.m. until 7:30 a.m. but the unit requires serving to begin at 5:30 a.m.. The hours are shifted to end serving at 7:00 a.m. vice 7:30 a.m. The serving duration for the breakfast meal remains

at 90 minutes. This reduces the requirement for extended meal hours as described below. The Government will provide not less than 24 hour notification with regard to shifting meal serving hours.

**C1.23.4 Extended Service Hours.** The Contractor should expect that messhalls may be called upon on occasion to extend serving/service hours either before or after regular meal serving hours. The possibilities are as follows:

**Cl.23.4.1** Extended service hours may be required to serve individuals, small groups, units or entire commands. Extended service hours may be used when military or authorized civilian personnel are involved in special support situations. Examples of these types of situations are: fire fighting, rescue operations, civil disturbances, severe weather alerts, operational commitments, training exercises, troop movements and transportation delays, and other situations as determined by the Government that require feeding support outside the stated serving hours listed in each messhall TE2.

Cl.23.4.2 Extended service hours shall not be used for convenience of the Contractor.

**Cl.23.4.3** The Contractor shall not perform extended service hours unless approved by the Contracting Officer's Representative (COR). Payment for extended services will be at the contract line item price for "Estimated Extended Quarter Hours" (Section B, CLIN's 0002, 0004, 0007, 0010, 0013, 0016, 0019, and 0022) and only to the extent actually performed. Extended hour utilization and billing will be closely monitored by the Government.

**\*Technical Proposal Requirement (s):** State in detail your proposed procedures for performing extended service hours in the following areas:

1. Describe how you would accommodate occasional shifting of meal serving hours.

2. Describe how extended service hours shall be used by the Contractor when military personnel are involved in fire fighting, rescue operations, civil disturbances, severe weather alerts, etc. that may require early or late feeding.

3. Describe managerial oversight efforts to ensure that Contractor personnel are using extended hours service for their intended purpose and not being used for accomplishing typical service tasks under normal operating conditions.

Cl.24 <u>TEMPORARY CONSOLIDATION OF MESSHALLS.</u> Certain events may warrant temporary consolidation of messhall operations. Messhall renovations, mobilization, special liberty/holiday weekends, regular weekends and holiday periods, may cause a reduced number of messhalls required. The Government will provide forty-eight (48) hours advance notice of such consolidation of operations.

**Cl.25** <u>SURGE REOUIREMENTS.</u> Surge requirements beyond the capability of the Contractor may be augmented, by the Government, at the Government's option, when the Government decides that successful and timely mission accomplishment may be endangered. This situation does not constitute contract interference by the Government but is based solely on the seriousness of mission accomplishment.

# C1.26 RECOGNIZED HOLIDAYS.

C1.26.1 Federal Holidays observed by the Marine Corps are New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Cl.26.2** When a holiday falls on a Sunday, the following Monday will be observed as a legal federal holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as a legal federal holiday. Some United States Marine Corps commands exercise a noon-to-noon holiday vacation policy. For example, for a typical three-day weekend holiday involving a Monday holiday, the observance period will commence at 12:00 noon on Friday and end at 12:00 noon the following Tuesday. Messhall attendance is expected to be reduced during a noon-to-noon holiday situation.

C1.27 <u>GOVERNMENT HOUSEKEEPING FREOUENCY SCHEDULE</u>. The Contractor shall abide by the Housekeeping Frequency Chart in Technical Exhibit 4 and all other cleaning requirements listed in this contract.

The implementation and use of the Housekeeping Frequency Chart is mandatory and applies to all contracted messhalls. The Housekeeping Frequency Chart reflects the frequencies that all required cleaning tasks will be performed by the Contractor. The Housekeeping Frequency Chart shall be predominantly displayed in each messhall and in full view of all Contractor personnel.

# CI.28 GOVERNMENT OBSERVATIONS.

**Cl.28.1 Food Management Team Visits.** Headquarters Marine Corps-sponsored Food Management Teams may visit all messhalls on a scheduled or requested basis. Food Management Team schedules will be coordinated by the Base/Station Food Service Officer. During visits, the Food Management Team evaluates individual messhalls to determine effectiveness and efficiency of the overall food service program and conducts training to enhance personnel culinary skills. The Contractor's designated representative will attend Food Management Team entrance/exit briefings at the unit level.

**Cl.28.2** Authorized Observers. The Government may authorize personnel other than QAE'S, preventive medicine personnel, and/or Contracting Officers to observe/visit Marine Corps messhall operations. These personnel will not interfere with Contractor performance nor shall Contractor personnel interfere with Government personnel during the course of the visit.

**Cl.28.3** Access to Facilities. The Contractor shall provide access to facilities for observation, inspection and maintenance by any Government agency or individuals authorized by the local Base/Station Food Service Officer or the Contracting Officer.

**Cl.29 GOVERNMENT EVALUATION OF CONTRACTOR PERFORMANCE.** The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government in accordance with the American Society of Quality Control. Typical procedures shall include random sampling, evaluation checklists and customer complaints. The Contractor shall be subject to non-performance deductions for exceeding the acceptable number of defective services during any given period (normally one calendar month) for each messhall. An example of the deduction formula used by the Government for performance deductions is provided in Technical Exhibit 1. In most cases, performance deductions will be offset against the Contractor's payment invoice.

**Cl.29.1 Quality Assurance.** The Government's local Base/Station Food Service staff Quality Assurance Evaluators (QAE's) will follow the methods of surveillance specified in Technical Exhibit 1 (TE1) Performance Requirement Summaries.

**Cl.29.1.1** Government personnel will record all surveillance observations. When an observation indicates defective performance, the QAE's will require the Contractor Mess Manager, Mess Attendant Supervisor or other authorized Contractor representatives at the messhall to initial the evaluation checklist. The initialing of the checklist does not necessarily constitute concurrence with the observation, only the acknowledgment that the Contractor has been made aware of the defective performance by the Government at the time it was observed.

**Cl.29.1.3** Government surveillance by methods other than those listed in the Performance Requirements Summaries (PRS's), such as provided for in the Inspection of Services clause herein, may occur during the performance of this contract. Such surveillance will be accomplished according to standard inspection procedures or other contract provisions. Any actions taken by the Contracting Officer as a result of surveillance will be according to the terms of this contract.

#### **SECTION C2**

#### DEFINITIONS/ACRONYMS

C2.1 <u>GENERAL AND SPECIFIC DEFINITIONS.</u> The following definitions apply wherever that term is used in this contract. The Contractor is expected to review, become familiar with and apply all definitions contained herein. Other definitions listed in the section and not appearing in this contract, are provided for informational purposes.

**C2.1.1** "A" RATION. "A" rations consist of perishable (fresh and/or frozen) and semi perishable (canned and/or dehydrated) items necessary to prepare the type menus prescribed in the current edition of MCO P10110.35. These rations are identical as food purchased in a commercial grocery store.

**C2.1.2** ACCEPTABILITY FACTORS. An acceptability factor is a percentile comparison of the number of portions actually prepared as versus the actual number of portions consumed, short, or leftover.

**C2.1.3** ACCEPTABLE QUALITY LEVEL (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) that for the purpose of sampling inspections, can be considered satisfactory as a process average.

**C2.1.4. ACCOUNTABILITY.** The obligation imposed by law or lawful order or regulation of an officer or other individual for keeping accurate records of property, documents, or funds. The individual having this obligation may or may not have actual possession of the property, documents or funds. Accountability is concerned primarily with records, while responsibility is concerned primarily with custody, care and safekeeping.

C2.1.5 ACCOUNTABLE BALANCE. Total quantity of an item on record charged to a particular unit.

**C2.1.6** ACCOUNTING PERIOD. A period normally based on a calendar month, beginning on the first and ending on the last day of the month.

C2.1.7 ACTIVITY COMMANDER. A unit of distinct identity, established under a commanding officer.

C2.1.8 ALLOWANCES. Quantity of items of supply or equipment as listed on the Consolidated Memorandum Receipt (CMR).

**C2.1.9** APPROPRIATED FUNDS. Funds authorized by an Act of Congress to be used for designated purposes. For the purposes of this contract, Military Personnel, Marine Corps (MPMC) and Operating and Maintenance, Marine Corps (O&MMC), are applicable.

**C2.1.10 APPROPRIATION.** An Act of Congress authorizing a specified amount of funds to be used for designated purposes and for payment to be made out to the U.S. Treasury.

**C2.1.11 AUDIT.** The systematic examination of records and documents to determine: (1) adequacy and effectiveness of budgeting, accounting, financial and related policies and procedures; (2) compliance with applicable statutes, regulations, policies and prescribed procedures; and (3) reliability, accuracy and completeness of financial and administrative records and reports.

**C2.1.12 AUDIT TRAIL.** A term used in auditing which refers to the checking procedures involved in an actual audit. For example, an audit trail of food might go from the storeroom to the galley to preparation and serving and finally to consumption or disposal.

**C2.1.13 AUTHORIZED INVENTORY ADJUSTMENT.** A debit or credit (increase or decrease) quantity or price adjustment for a difference between the book price and physical inventory for the same period.

**C2.1.14 AUTHORIZED PATRON.** Personnel authorized to subsist in Marine Corps appropriated fund messhalls as specified in Marine Corps Orders or as directed by the local Base/Station Food Service Officer.

**C2.1.15 AVAILABLE FOR ISSUE.** Quantities of items in serviceable condition, in stock and available for immediate use.

**C2.1.16 "B" RATION.** "B" rations consist of approximately 100 canned and dehydrated meats/vegetables which do not require refrigeration and are generally used in the field feeding.

**C2.1.17 BASIC ALLOWANCE FOR SUBSISTENCE (BAS).** An amount of money prescribed and limited by law, which is paid to military members in lieu of subsistence at Government expense (SIK). There are three categories of BAS: (1) BAS when SIK is not available; (2) BAS when permitted to mess separately (COMRATS); and (3) BAS when assigned to duty under emergency conditions where no Government messhall is available.

**C2.1.19 BATCH.** A predetermined quantity of number of servings of food that is to be prepared at selected time intervals in progressive cookery for a given meal period to ensure fresh, high quality cooked foods.

**C2.1.20 BILLING PRICE.** Offerors shall insert an amount 1/26th of the target price. In accordance with FAR 52.216-16, the Contractor shall invoice on a bi-weekly basis at the billing prices set forth above (1/26th of the target price), adjusted based upon applicable performance deductions.

C2.1.21 BREAKFAST. The first meal of the day, normally served in the early morning.

**C2.1.22 BREAKFAST/BRUNCH.** A meal consisting of food items normally served during breakfast and lunch. Soups, salads and luncheon meats should be available during this meal. This combined menu is served during an extended period of time beginning at early or mid-morning and ending on or before noon.

**C2.1.23 BRIG.** A military term used to describe a confinement facility which houses prisoners and pretrial confinement personnel.

C2.1.24 BOX (BAG) MEALS. A cold meal prepared in the messhall for consumption elsewhere, usually for field exercises and unit functions, outside the messhall using food items and menus specified in the Master Menu.

**C2.1.25 BUDGET.** A plan of financial operations showing in dollars the estimate of funds needed to carry out the assigned mission or missions, or a specified period of time.

**C2.1.26 BUFFING.** A custodial manner of maintenance and polishing of various types of surfaces such as stainless steel, furniture, floors, etc. in order for them have a high resilient shine.

**C2.1.27 BUSSING.** Removal of trays, dishes, tableware and utensils from dining tables to scullery areas by someone other than the patron. The occasional removal of isolated utensils/tableware left by careless patrons does not constitute bussing.

**C2.1.28 CARRY OUT SERVICE.** Those main entree line or fast food items that are packaged and provided in a bag or other type of transport container to be eaten outside of the messhall.

C2.1.29 CASHIER. One who collects payment for meals, makes change and is accountable for cash receipts.

**C2.1.30 CASH COLLECTION AGENT.** A cash collection agent is an individual who has been appointed to perform duties relating to the collection of official or quasi-official funds, including funds held for safekeeping, at a point other than a disbursing office by the officer directly responsible for the collection of such funds. The Collection Agent is on the staff of the local Base/Station Food Service Office. Appointment will be in writing by the Installation Commander and in accordance with the NAVCOMPT Manual.

**C2.1.31 CEILING PRICE.** This is the maximum amount the Government will pay for the FPI CLINs, regardless of actual cost proposal for each FPI line item.

C2.1.32 CHOW. Military slang term for food or a meal.

C2.1.33 CLASS "A" TELEPHONE. Telephone service which is unrestricted for use on-base/station and for commercial calls.

C2.1.34 CLASS "C" TELEPHONE. Telephone service which is restricted to on-base/station calls from one base or station telephone to another.

C2.1.35 CLEAN. Free from streaks, smudges, soil, fingerprints, odor, food particles, stains, boot marks, residue, adhesive and foreign matter.

**C2.1.36 CLEANING.** The physical removal of food residue, ingredients, dust and other soil material and matter from food contact and nonfood contact surfaces, floors, walls, ceiling, fixtures, furniture, kitchenware, eatingware and equipment.

**C2.1.37 COMMANDING OFFICER.** The term "Commanding Officer" applies to the commander of a company, squadron, battalion, regiment, Marine Barracks, post or station and comparable unit/organization below the general officer level, as appropriate.

**C2.1.38 COMMON SERVICE FEEDING.** The providing of meals by one military service to entitled enlisted personnel of another military service for which individual or service reimbursement is not required.

**C2.1.39 COMMUTED RATIONS (COMRATS).** A prescribed monetary value which is paid to enlisted members in lieu of subsistence at Government expense (meal card). This is usually referred to as the Basic Allowance for Subsistence (BAS).

**C2.1.40 CONDIMENT.** Any food such as salt, pepper, mustard, ketchup, hot sauce, soy sauce, Worcestershire sauce, meat sauce, sugar, etc. used to enhance the flavor of food.

**C2.1.41 CONDITION CODES (MATERIAL).** A code used to indicate the physical condition of material. For example, "A: - Serviceable; "F: - Unserviceable (repairable); "H" - Unserviceable (unrepairable).

**C2.1.42 CONSOLIDATED FOOD SERVICE SYSTEM.** A Consolidated Food Service System is a system where individual messhalls are operated by two or more separate commands located within the same military installation. A Food Service Office is normally established to provide system oversight and maintenance.

**C2.1.43** CONSOLIDATED MEMORANDUM RECEIPT (CMR). A sub-custody record listing all accountable government supplies and/or equipment assigned to, or in the hands, of a responsible officer (RO).

**C2.1.44 CONSUMABLE SUPPLIES.** Material which, after issue, is chemically or physically altered with use to the extent that it cannot be economically reused for its original purpose and/or which is not normally returned to a storage or industrial activity for repair. Consumable supplies are either consumed in use or lose their identity in the process of work or in rendering of service. Consumable supplies are generally expended upon issue and include such items as office supplies, napkins, soaps, detergents, brooms, polishes, etc.

**C2.1.45 CONTRACT DATA REQUIREMENTS LIST (CDRL).** For the purpose of this contract, the Contract Data Requirements List or CDRL (DD Form 1423) identifies deliverable data items listed in which the Contractor or contract personnel must complete, fill-out, submit, fill or otherwise perform certain administrative tasks as specified in the Statement of Work (SOW). The SOW is the tasking document and data, as specified on the CDRL, is the byproduct generated as a result of accomplishing the specified task.

**C2.1.46 CONTRACT DISCREPANCY REPORT (CDR).** A report initiated monthly, or more frequently when required by the COR whenever the contractor's overall performance as determined by the AQL is unsatisfactory.

**C2.1.47 CONTRACTOR.** The term "Contractor" as used herein refers to both the prime Contractor and his employees, and any subcontractors and their employees. The Contractor shall be responsible for assuring that his subcontractors comply with the provisions of this contract.

**C2.1.48 CONTRACTING OFFICER.** A person who, either by virtue of position or by appointment per the FAR, or supplements thereto, is currently a Contracting Officer with the authority to enter into and administer contracts and make related determination and findings with respect thereto, or with any part of such authority.

**C2.1.49 CONTRACTING OFFICER'S REPRESENTATIVE (COR).** A Government individual appointed to assist the Base/Station Food Service Officer relative to contract surveillance, verification of contractor services, and maintenance of food service contract files and records.

**C2.1.50 CONTRACTOR-OWNED/CONTRACTOR OPERATED (COCO).** For the purposes of this contract, the Contractor-Owned/Contractor-Operated (COCO) is a food service facility owned, leased, or rented by a contractor and operated by the contractor for the purpose of providing subsistence, prepared meals and/or services to the Government.

**C2.1.51 COST-PER-MEAL.** Cost-per-meal is the monetary figure used by the Contractor to charge the Government for services and supplies rendered to the Government. The cost-per-meal amount is the aggregate amount applicable for all meals and meal category (e.g., breakfast, lunch, dinner, breakfast/brunch, etc.). The cost-per-meal includes labor, subsistence and all other applicable contract costs.

**C2.1.52 CROSS CONTAMINATION.** The transfer of harmful microorganisms from one item of food to another by means of a nonfood surface (equipment, utensils, human hands), or from storing and thawing raw meat and poultry (which can drip contaminated fluids) above other foods that will receive no further cooking.

**C2.1.53 CROSS SERVICE FEEDING.** The providing of meals to members of reserve components, other military services and foreign governments which require reimbursement from the agency receiving support.

**C2.1.54 CUSTOMER.** A messhall patron; a commander having operational control of a messhall; Marine Corps food service officers and food techs; and any other command, unit, or individual using Marine Corps contractor-operated messhalls.

**C2.1.55 CUSTOMER COMMENT OR COMPLAINT.** A quality assurance procedure used by Commanding Officers, patrons and others to evaluate and document the quality of service by the Contractor.

**C2.1.56 DAILY FOOD ALLOWANCE.** An authorized quantity of nutritionally adequate food for the subsistence of one individual for one day.

**C2.1.57 DAILY FOOD COST ANALYSIS.** The Daily Food Cost Analysis is a management tool, when properly completed, assesses the financial posture of a messhall by comparing subsistence expenditures against man-day feds to arrive at a daily and cumulative cost-to-feed.

C2.1.58 DECK. Nautical term for floor.

**C2.1.59 DEDUCTION.** Money deducted from the contractor's invoice for unsatisfactory work, or noncompliance with or nonperformance of the contract Statement of Work (SOW) requirements.

**C2.1.60 DEFECTIVE SERVICES.** A unit of service which contains one or more defects, or noncompliance with specified requirements or standards of performance associated with it in the Performance Requirements Summary (PRS).

C2.1.61 DINNER. The meal served during the evening hours and considered the third meal of the day.

**C2.1.62 DINNER/BRUNCH.** A meal consisting of items normally served during lunch and dinner. The meal is served during a serving period of time beginning early afternoon and ending early evening on a day when brunch is served.

**C2.1.63 DOCUMENT NUMBER.** That portion of the requisition number used by organic activities for accounting purposes (on local records) will be the Julian date and the serial number (eight position code).

**C2.1.64 DIRECT VENDOR DELIVERY (DVD).** Delivery of subsistence items by commercial food distributors directly to messhalls.

**C2.1.65 DISCOUNT MEAL RATE.** The rate charged for certain cashing paying customers. Established guidelines and rates are established annually by DoD and promulgated by HQMC.

C2.1.66 DUNNAGE RACK. A storage rack inside the refrigerator/freezer or storeroom.

**C2.1.67 EATINGWARE.** Plates, cups, saucers, glasses, knives, forks, spoons and serving trays used by messhall patrons to consume a meal.

**C2.1.68 ECONOMIC REPAIR VALUE.** For the purposes of this contract, economic repair value is the value or point where Food Preparation and Serving Equipment (FPSE) cumulative repair costs of a single item of equipment is limited to 60% of the depreciated value of that item of equipment. However, other considerations that could effect the final determination to replace an item of equipment or not may be overall serviceable condition, availability of funds, or urgency of need.

**C2.1.69 EVALUATION.** The process of comparing an observed performance indicator against an established standard. Various techniques are used in the evaluation process including inspections, testing, review or records validation of complaints.

**C2.1.70 EXCESS FOOD/PROPERTY.** That portion of the total quantity of an item on hand which exceeds authorized stock/retention levels or prescribed allowances.

**C2.1.71 EXTENDED SERVING HOURS.** Service performed outside the designated hours of operation of any messhall as specified herein. The following examples are provided:

**C2.1.71.1** Extended service is total or partial services required either before or after regularly scheduled meal periods where messing support is required to feed/serve individuals, small groups, units or entire commands that may be involved in special support functions. These functions may include situations such as; fire fighting, rescue operations, civil disturbances, severe weather alerts; unscheduled operational commitments, training exercises, or troop movements. Such situations may require early or late messing support when units are faced with circumstances beyond their control.

**C2.1.71.2** Situations involving the early or late return of field meals/equipment whereby the cleaning of transport containers is necessary from the ware washing room (pot shack) in time for the next field meal event.

**C2.1.72** FAIR WEAR AND TEAR. The generally accepted amount of wear on food service facilities and equipment under normal operating conditions without the appearance of neglect, abuse, and/or sabotage whereby a reasonable life expectancy is obtained.

**C2.1.73 FIELD FEEDING.** Feeding prepared meals under field conditions at a location other than a garrison messhall.

**C2.1.74 FOOD.** Any raw, cooked, or processed edible substance, beverage, or ingredient used or intended for use, or sale, in whole or part, for human consumption.

**C2.1.75 FOOD CONTACT SURFACE.** Those surfaces of equipment and utensils with which food normally comes in contact with during food preparation and/or serving. This includes surfaces (or locations) from which foods may drain, splash, drop, or splash back into food, or onto surfaces normally in contact with food.

**C2.1.76 FOOD COST INDEX.** A representative list of specified quantities of food items (components), prescribed by DOD, used to compute the monetary value of the Basic Daily Food Allowance.

C2.1.77 FOOD HANDLERS. Food Service personnel who work where unsealed food or drink is handled, processed, prepared, or served and who touch food contact surfaces in any way.

**C2.1.78 FOOD SERVICE EQUIPMENT.** All stoves, ranges, hoods, tables, counters, refrigerators, sinks, dishwashing machines, steam tables and similar items, other than utensils, used in the operation of a food service establishment.

**C2.1.79 FOOD SERVICE OFFICER (FSO).** A designated special staff officer (normally Military Occupational Specialty (MOS) designator 3302) who performs functions prescribed by the commander in the area of food service and is responsible for matters relating to food service (See the current edition of FMFM 3-1, Command and Staff Action.). For the purposes of this contract, the local Food Service Officers are the Marine Corps food service subject matter experts.

**C2.1.80 FOOD SERVICE PERSONNEL.** Any person working in a food service facility. Included in this category are food service officers, food technicians, messhall managers, food service specialists, bakers, and food service attendants.

**C2.1.81 FOOD PREPARATION AND SERVING EQUIPMENT (FPSE).** Food Preparation and Serving Equipment (FPSE) is a term used by the Marine Corps Food Service Program to describe large items of food preparation and serving equipment used in messhalls. For example these may include ovens, grills, deep fat fryers, mixers, steam jacketed kettles, serving lines, display cases, salad bars, beverage machines, etc. This category may also include small wares such as food preparation knives, utensils and servings pans.

**C2.1.82 FORCE ISSUE.** Subsistence items that must be involuntarily issued by the Government to the contract messhalls (normally on a prorated basis) to preclude loss of Government subsistence (field exercises rations) through spoilage.

**C2.1.83 FREQUENCY OF SERVING.** A monthly schedule for the use of each subsistence item included in the Master Menu.

**C2.1.84 FREQUENCY OF SERVICE DEFINITIONS.** The following definitions apply ONLY to the Food Preparation and Serving Equipment (FPSE) maintenance and repair (M&R) service tasks listed in Section C4 of this contract.

C2.1.84.1 Annual (A). Services performed once during each 12 month period of the contract.

C2.1.84.2 Semiannual (S). Services performed twice during each 12 month period of the contract.

**C2.1.84.3** Quarterly (Q). Services performed four times during each 12 month period of the contract at intervals of 80 to 100 calendar days,

**C2.1.84.4** Monthly (M). Services performed 1 time during each 12 month period of the contract at intervals of 28 to 31 calendar days.

**C2.1.84.5** Bi-weekly (BW). Services performed 26 times during each 12 month period of the contract at intervals of 13 to 15 calendar days.

**C2.1.84.6** Weekly (W). Services performed 1 time during the week and 52 times each 12 month period of the contract at intervals of six to eight calendar days.

**C2.1.85 FULL FOOD SERVICE (FFS).** Those activities which comprise the full operating of a messhall, included but not limited to management, requisitioning, receiving, storing, preparing and serving of meals, as well as administrative, custodial, sanitation, housekeeping and quality control activities.

**C2.1.86 FULL MEAL RATE.** The meal rate charged by a messhall to certain cash paying customers as established annually by DoD and promulgated by HQMC. This rate is similar to but more than the Discount Meal Rate addressed in paragraph C2.1.65, herein.

C2.1.87 GALLEY. Kitchen area. Normally does not include the bake shop, vegetable preparation area, etc.

**C2.1.88 GARBAGE.** Animal and vegetable waste resulting from handling, preparing, cooking and consuming food.

**C2.1.89 GARNISH.** To decorate prepared food items with small pieces of colorful food in order to enhance its appearance. Examples include parsley sprigs, tomato slices, boiled egg slices, lemon floweretts, etc.

C2.1.90 G.I. HOUSE. Area where garbage cans are cleaned/stored and cleaning supplies are stored.

**C2.1.91 GOVERNMENT FURNISHED EQUIPMENT (GFE).** Equipment in the possession of, or directly acquired by the Government subsequently made available to the Contractor.

**C2.1.92 GOVERNMENT FURNISHED PROPERTY (GFP).** Property in the possession of, or directly acquired by the Government subsequently made available to the Contractor.

**C2.1.93 GOVERNMENT-OWNED/CONTRACTOR-OPERATED (GOCO) FACILITY.** For the purposes of this contract, a food service facility owned by the U.S. Government which is leased, rented or other wise provided to a contractor. The contractor uses the government facility to provide required services incorporating all elements of operation less those specifically retained as a responsibility of the Government (e.g., fifty-six messhalls under the Marine Corps regional garrison messhall concept/contracts).

**C2.1.94 GUEST.** A person other than a family member who is invited and escorted by a military member to a Marine Corps messhall as authorized by the installation commander and the provisions of MCO P10110.14L.

**C2.1.95 HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP).** Hazard Analysis Critical Control Point (HACCP) is a systematic approach to the identification, evaluation, and control of food safety hazards. The following definitions are applicable to the Hazard Analysis Critical Control Point (HACCP) as established by the 1997 U. S. Food and Drug Administration (FDA) Model Food Code and principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

**C2.1.95.1 Control.** To manage the conditions of an operation to maintain compliance with established criteria and critical limits (CL).

**C2.1.95.2 Control Point.** Any point, step, or procedure at which biological, physical, or chemical hazards can be controlled.

**C2.1.95.3 Corrective Action.** Procedures required to be followed when the process/operation is out of control or established CL's cannot be met.

**C2.1.95.4** Critical Control Point (CCP). Any point or procedure in a specific food system at which controls can be applied to prevent, eliminate, or reduce a hazard to acceptable levels.

**C2.1.95.5** Critical Limit (CL). One or more prescribed tolerances that must be met to ensure that a critical control point effectively eliminates or controls a microbiological, physical, or chemical hazard.

C2.1.95.6 Deviation. Failure to meet a required Critical Limit for a Critical Control Point.

**C2.1.95.7 HACCP Plan.** The written document which delineates the formal procedures to be followed in accordance with acceptable HACCP principles.

C2.1.95.8 HACCP System. The food safety system that is developed by the implementation of HACCP principles.

**C2.1.95.9 Hazard.** Any biological, chemical, or physical property that may cause an unacceptable consumer health risk.

**C2.1.95.10 Monitoring.** A planned sequence of observations or measurements of CL's designed to produce an accurate record and to ensure that product safety is maintained.

**C2.1.95.11 Preventive Measure.** Physical, chemical, or other factors that can be used to control and identify health or injury hazards.

**C2.1.95.12 Risk.** An estimate of the likely occurrence of a hazard or danger. The probability of an undesirable event that would result in an illness or death.

**C2.1.95.13 Sensitive Ingredient.** Any ingredient historically associated with a known microbiological or chemical hazard, and for which there is a reason for concern.

**C2.1.95.14 Severity.** The seriousness of the consequences of the results of a food safety hazard. Severity can reflect susceptibility of consumers to food borne illness as well as seriousness of illness.

C2.1.95.15 Sequelae. The conditions or symptoms associated with an illness or disease.

**C2.1.95.16 Verification.** Methods, procedures, and tests used to determine if the HACCP system is in compliance with the HACCP plan and/or the HACCP plan needs to be modified.

C2.1.96 HEAD. Naval term used by the Marine Corps to describe the room which houses toilet facilities.

**C2.1.97 HEADCOUNT.** A count of each person eating in the messhall per meal. The number of personnel who consume meals in messhalls, according to the Meal Verification Record, NAVMC Form 10789 and Cash Meal Payment Sheet, NAVMC Form 10298.

**C2.1.98 HEADCOUNTER.** An individual who verifies social security numbers/meal card numbers and accounts for meals furnished to meal card holders. Also known as Meal Verification Supervisor/Cashier.

**C2.1.99 HOLIDAY MEAL RATES.** The food cost rates to be charged cash paying patrons for the Marine Corps Birthday, Thanksgiving and Christmas Day holiday meals.

**C2.1.100 INTERMESS TRANSFERS (IMT'S).** IMT's are subsistence supplies transferred from one messhall to another within the same Consolidated Food Service System to realign subsistence items for reasons of unexpected patronage increases; use of subsistence nearing end of it's shell life and/or accommodate smaller than case lot sales.

**C2.1.101** INSTALLATION COMMANDER. For the purpose of these instructions relative to food service operations, the term "Installation Commander" is the Commanding General or Commanding Officer of a unit of which has financial and management control and responsibility for the entire base or station.

**C2.1.102** INTERNAL CONTROL. Internal review and internal checks established by the commander to safeguard subsistence, property and funds; to check accuracy, reliability and timeliness of accounting data; to promote operational efficiency; and to ensure adherence to prescribed management policies and procedures.

**C2.1.103 INVESTIGATION.** Means of determining the facts related to loss, damage or destruction of Government property; determining the present condition of such property; receiving recommendations as to disposition, retention and further accountability for loss, damage, or destruction of Government property.

**C2.1.104 INVITATIONAL TRAVEL ORDERS (ITO'S).** ITO's refer to the travel orders required for all foreign military trainees attending U.S. activities to provide recognition of the military status of the trainees. The ITO is the basic document used for accounting purposes and provides guidance to the appropriate officers to determine which support is payable and which is not.

**C2.1.105 INVOICE.** A contractors bill or written request for payment under the contract for supplies delivered or services performed.

**C2.1.106 ISSUE CYCLE.** Issue cycle refers to the interval between each issue of subsistence per schedule established and published by the subsistence supply section.

**C2.1.107 ISSUE FACTOR.** The amount of food required for 100 persons, as specified in the recipes/menus. This factor is then used to calculate the exact quantity required to be issued to each messhall based on the number of meals required to be prepared.

C2.1.108 KO. Another reference for a Contracting Officer.

**C2.1.109 LEFTOVERS.** Any unserved/unconsumed food remaining at the end of the meal period and which are prepared for a specific meal period.

**C2.1.110 LEGAL PUBLIC HOLIDAYS.** The following legal public holidays referenced in 5 USC 6103 (a) will be observed:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

**C2.1.111 LOT.** The total number of service outputs in a surveillance period as defined in the AQL column of the Performance Requirements Summary.

C2.1.112 LOT SIZE. The number of service outputs in a lot.

C2.1.113 LOWERATOR. Cart for carrying dishes, utensils, trays, etc.

C2.1.114 LUNCH. The meal served during midday and considered the second meal of the day.

**C2.1.115 MAINTENANCE.** The recurring day-to-day, periodic, or scheduled work required to preserve or restore a facility to such condition that it may effectively be used for its designated purpose. Includes work undertaken to prevent damage to a facility which otherwise would be more costly to restore.

**C2.1.116 MAJOR MAINTENANCE.** The maintenance and repair of equipment, including the restoration and replacement of parts, as necessary by wear and tear, damage, failure of parts, or the like. This type maintenance is normally performed by local command Base Maintenance personnel unless otherwise specified herein.

**C2.1.117 MANAGEMENT AND FOOD PREPARATION (M&FP) SERVICES.** For the purposes of this contract, messhall management and food preparation (M&FP) services are required at three specific Marine Corps Brig messhalls one each at Marine Corps Bases Quantico, VA; Camp Lejeune, NC and Camp Pendleton, CA. Mess attendant tasks, as specified herein, will be performed by the Government.

**C2.1.118 MARINE CORPS FOOD MANAGEMENT INFORMATION SYSTEM (MCFMIS).** The Marine Corps Food Management Information System, to be further known and referred to as "MCFMIS" is a standardized Marine Corps Class 1 computer system capable of providing automated subsistence supply and food service support. MCFMIS provides automated accounting, meal projection, food production and accounting processes to assist the food service operation.

**C2.1.119 MANAGEMENT AND MESS ATTENDANT (M&MA) SERVICES.** For the purposes of this contract, management and mess attendant (M&MA) services are required for messhall management, mess attendant supervisory, head count and cashier tasks, food serving and related custodial services at specific Marine Corps messhalls as listed herein. The remaining services, primarily food preparation, is the responsibility of the Government. Government food service production personnel (Marine Cooks) will be supervised solely by the Government under the auspices of the regimental/battalion or squadron senior military food service specialist (Chief Cook) assigned to that Marine Corps unit. With the exception of salad room tasks, a majority of food preparation tasks (cooking, baking, and fast food prep), will be accomplished by the Government unless military operational commitments override the performance of these services by the Government. In the event of reduced availability of Government food service personnel, the Contractor should be prepared to provide additional contract food preparation personnel during those periods of increased Government operational or contingency commitments.

**C2.1.120 MASTER MENU.** The Master Menu is the document that provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month, to include menu variations and a daily menu for fast food/carry out. The Master Menu specifies menu choices (except leftovers), including individual breads, salads, desserts, soups, self-serve items, specialty bars (e.g., taco, deli, potato bars, etc.), condiments, etc., to be served during each meal. The Master Menu is a mandatory for all Marine Corps messhalls as required by Marine Corps directives and must be followed in its entirety. The Contractor is required to follow the Master Menu in its entirety and is required to participate in Master Menu planning boards held annually.

**C2.1.121 MASTER MENU PLANNING BOARD.** The Master Menu Planning Board is a Government means of reviewing, updating and planning the regional Master Menu in order to make revisions. The Master Menu Planning Board is headed and directed in its duties by the regional Camp Lejeune or Camp Pendleton Food Service Officers and may meet annually. Contract Messhall Managers may be required to attend the Menu Planning Board. Maximum time involved in the Master Menu Planning Board is approximately eight (8) hours.

C2.1.122 MEAL. A specific quantity of food provided one person during one scheduled serving period.

**C2.1.123 MEAL, READY TO EAT (MRE).** Flexibly packaged meals consisting of dehydrated and processed ready-to-eat food. Each shipping container contains 24 different meals.

**C2.1.124 MEAL SERVING HOURS.** Hours designated by the Government when the messhall serving lines are open for service.

**C2.1.125 MESS ATTENDANT (MA).** Mess attendants are military or civilian contract personnel that are nonfood service specialists primarily assigned food service and custodial tasks in garrison and field messhalls. Their duties primarily consist of janitorial tasks such as sweeping, mopping, vacuuming, dish washing, pot and pan washing and self-serve area replenishment. Mess attendants also perform general housekeeping duties such as the cleaning walls, floors, furniture, fixtures and some food service equipment. Duties may also include the loading and unloading of vehicles, storage of supplies, administrative duties and/or outside police. Mess attendants are generally supervised by a Chief Mess Attendant (military) or MA Supervisor (civilian) and do not normally perform food preparation tasks such as cooking and baking.

**C2.1.126** MESSHALL. A United States Marine Corps building that is used for preparing, heating, serving and eating meals. May also referred to as a chow hall.

**C2.1.127 MESSHALL MANAGER.** Senior contractor person in charge of the direct operation of the messhall and responsible for providing wholesome nutritious meals to authorized patrons in a clean, ascetically pleasing environment.

**C2.1.128 MESS OFFICER.** Commissioned and/or Warrant Officer assigned by a unit Commanding Officer, who has the responsibility to oversee the operational control of a messhall for the Commander.

**C2.1.129 MILITARY FOOD SERVICE EXPERIENCE.** The term "military food service experience" is defined as actual hands-on work performing food service tasks in any branch of the United States Armed Services to include the U.S. Coast Guard. This experience shall encompass all areas of food service work or related areas such as, food service management, chief cook or first cook, cook, grill cook, pantry person, baker, salad preparation cook, subsistence clerk or subsistence storeroom manager. This experience includes the preparation of raw food into prepared products (hot or cold) for consumption to include recipe conversion ability (use of fractions) and operation and cleaning of all types of food service equipment and sanitation procedures. This includes those personnel holding food service military occupation specialty designator and/or assigned to military feeding establishments.

C2.1.130 MILITARY PERSONNEL, MARINE CORPS (MPMC). This is an annual appropriation which provides for Marine Corps pay, allowances, clothing, subsistence and permanent change of station movements.

**C2.1.131 MINOR (FIRST ECHELON) MAINTENANCE.** Normal operator care of equipment which is recommended by the manufacturer. It is limited to cleaning, oiling, greasing, tightening of nuts and bolts and other minor tasks.

**C2.1.132 MINOR PROPERTY.** For the purpose of this contract, minor property relates to all messshall smallwares, utensils, hand tools and other small items of equipment used in the preparation, serving, consumption of meals in a messhall they include but are not limited silverware, glasses, dishes, cups, bowls, cooking utensils serving pans, etc.

**C2.1.133 MRE ENHANCEMENTS.** As a special food allowance, MRE enhancements are authorized to compliment the consumption of MRE's, when MRE's are the sole diet in excess of three days or at the discretion of the commander based upon climatic conditions. Enhancements are low cost food items such as beverages, soups and fresh or canned fruits used during extreme hot or cold weather. The total cost per enhancement may not exceed 8% of the unit cost of the MRE, per person, daily.

**C2.1.134 NATIONAL STOCK NUMBER (NSN).** The term used for the 13-digit stock number used in all United States Government material support management functions.

**C2.1.135** NIGHT MEAL. The meal served during the late evening to early morning hours (referred to as the midnight meal). The night meal may be a breakfast or dinner meal. This service is normally used by Marine Corps Air Stations in support of aircraft maintenance crews working late shifts.

**C2.1.136** NOT-IN-STOCK (NIS). NIS is a situation when subsistence items necessary to support the Master Menu are not available from the source of supply.

**C2.1.137** NONAPPROPRIATED FUNDS. Funds other than those appropriated by the Congress of the United States which are established by competent authority for the morale, welfare, comfort, and/or recreation of military personnel or civilian employees.

**C2.1.138 NONEXPENDABLE SUPPLIES.** Material which, after issue, is not chemically or physically altered with use to such an extent that would preclude economical reuse of its original purpose and/or which is normally returned to a storage or industrial activity for repair. Non-consumable supplies do not lose their identity in the process of work or in the rendering of services.

**C2.1.139** NONFOOD CONTACT SURFACES. All exposed surfaces other than those included in food contact or splash zones. Examples of nonfood contact surfaces are, floors, walls, ceilings, fixtures, furniture and equipment not designed to process food products.

**C2.1.140 OPERATIONS AND MAINTENANCE, MARINE CORPS (O&MMC).** This annual appropriation provides funds to finance the cost of operations and maintenance of each Marine Corps activity, exclusive of military personnel costs.

**C2.1.141 OPERATING LEVEL.** The quantity of material required to be on-hand to meet recurring demands during the interval between arrival of successive replenishment shipments.

**C2.1.142 PACKAGED OPERATIONAL RATION (POR).** A ration, specially packaged, precooked or prepared for personnel performing operational duty in time of combat or other emergency and is composed of nonperishable items. Packaged operational rations are used in peace time for emergencies or field training, or in order that stocks may be rotated.

**C2.1.143 PERCENT OF SAMPLE FOUND DEFECTIVE.** A percentage determined by dividing the number of defects by the sample size. The resulting number is used to make an equitable deduction from the contract price or award fee for non-performance by the Contractor.

**C2.1.144 PERISHABLE FOOD.** Any food item subject to deterioration or decay unless maintained under specific storage or serving conditions, such as chilled, refrigerated, or frozen temperatures, and/or consumed within a specific time frame.

**C2.1.145 PERFORMANCE REQUIREMENT.** The point that divides acceptable and unacceptable performance. In the case of surveillance by random sampling, the performance requirement is the maximum number of defectives in the random sample chosen that may occur before the Government will effect the price computation system in accordance with the Performance Requirement Summary (PRS) and the Inspection of Services clause. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the Government will effect the price computation in accordance with the Performance Requirement Summary and the Inspection of Services clause.

**C2.1.146 PERFORMANCE REQUIREMENTS SUMMARY (PRS).** Identifies the critical service outputs of the contract that will be evaluated by the Government to assure contract performance is met by the contractor.

**C2.1.147 PERSONA NON GRATA.** An unacceptable person who has been barred from entering the installation by the appropriate authority.

**C2.1.148 PLANNED SAMPLING.** A sampling inspection method used to evaluate Contractor tasks and services performed less frequently than daily or not normally covered under the Random Sampling inspection method. Planned sampling evaluations may be scheduled when tasks and services are actually performed such as receipt and storage of subsistence or tasks scheduled according to the scheduled cleaning plan, etc.

**C2.1.149 POLICE.** Military term for the process of cleaning and putting in order. This includes sweeping, raking and picking up trash and/or debris.

C2.1.150 PORTION. Serving a specific quantity of food in accordance with the Armed Forces Recipe Service.

**C2.1.151 PORTION CONTROL.** The process of ensuring that each patron receives the same quantity of food as outlined in the Armed Forces Recipe Service and the PROGUIDE of the MCFMIS system.

**C2.1.152 POTENTIALLY HAZARDOUS FOODS (PHF).** Any food that consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacean or other ingredients, in a form capable of supporting rapid and progressive bacterial growth. These foods are good media for bacterial growth and are potential causes of food-borne disease especially if creamed, ground, mixed, or handled often.

**C2.1.153 PREPARATION.** The processing of basic ingredients into a finished food item in accordance with the procedures outlined in the current edition of MCO P10110.42.

**C2.1.154 PREVENTIVE MAINTENANCE.** The care and serving by personnel for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.

**C2.1.155 PREVENTIVE MEDICINE AUTHORITY (PMA)**. The medical department representatives responsible for public health (preventive medicine). This will be the senior environmental health officer/preventive medicine technician for the area of responsibility. In their absence Army veterinary technicians, independent duty corpsmen, senior general duty corpsmen or medical officers may be designated.

**C2.1.156 PRIME VENDOR (PV).** A Department of Defense food distribution contractor who has the responsibility of delivering subsistence directly to each messhall.

**C2.1.157 PROCUREMENT, MARINE CORPS (PMC).** This multi-year appropriation provides for the purchase of major items of equipment. Major items are classed as investment items and include such things as hoods, dishwashing machines, water fountains, disposal units and other non-centrally managed/non-FMF items costing in excess of \$99,999.99.

**C2.1.158 PRODUCTS.** The finished item resulting from the processing of formulated ingredients, e.g., bread, pies, cookies, salads and entree items.

**C2.1.159 PROGRESSIVE COOKERY AND PREPARATION.** The continuous preparation of food items at selective intervals during the entire meal period as the food is consumed (i.e., continuous preparation of vegetables, cook-to-order hamburgers, steaks, fried eggs, pancakes, cold sandwiches, etc.). This procedure ensures fresh, high quality cooked food to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared, high quality food is always provided. It avoids long holding periods which result in loss of flavor, color, texture and nutritive value. Some exceptions to this procedure are most soups, gravies, meat sauces and other sauces.

**C2.1.160 PROGRESSIVE REPLENISHMENT.** The act of ensuring that menu items are replenished in timely so that no patron must wait for menu items to be served or available.

**C2.1.161 QUALITY ASSURANCE.** Those actions taken by the Government to determine whether the Contractor is meeting the requirements of this contract.

**C2.1.162 QUALITY ASSURANCE EVALUATORS (QAE's).** Government personnel (military or civilian) tasked with surveillance and reporting the contractors performance.

**C2.1.163 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** A document used by the Government for quality assurance surveillance. The document contains specified methods for performing surveillance of a contract. The QASP provides a systematic method to evaluate the service the contractor is required to furnish. The

QASP also outlines the procedures to be taken against the Contractor for deficient performance and provides evaluation guidance for Government Quality Assurance Evaluator's.

**C2.1.164 QUALITY CONTROL.** Those internal actions taken by a contractor to control the performances of services so that they meet the requirements of contract specifications and the SOW.

**C2.1.165 RANDOM SAMPLING (INSPECTION).** Random sampling (inspection) is a method of evaluating contractors performance. This standard determines the number of inspections, the location of the evaluation and the allowable number of defects the contractor may have before remedial actions are initiated.

C2.1.166 RATION. An allowance of food to subsist one person for one day.

**C2.1.167 RATION, COLD WEATHER (RCW'S).** The Ration, Cold Weather is specifically designed for cold climates. This ration is lighter and smaller than the MRE. It provides an entree, snacks, hot beverage mixes and the components do not freeze. The unit of issue for requisitioning and reporting is "Ration (RA)." The RCW is packaged in two plastic pouches with an issue ratio of one ration per individual per day. One ration provides a complete daily nutritional requirement of 4,500 calories for one-individual-per-day.

**C2.1.168 RECONSTITUTE.** Restoring water to a food that has been concentrated by dehydration, freeze-drying or by some form of dehydration.

**C2.1.169 RECREATIONAL MEALS.** Official recreational meals/events are those command organized and sponsored events such as military field meets, family day, open house, military appreciation day etc. These events may be supported by the messhall when it is served at a location away from the messhall and the meal replaces a regularly scheduled lunch or dinner.

**C2.1.170 RECRUIT.** A military term used to describe newly enlisted entry-level personnel into a military organization through basic training (boot camp) at a recruit depot.

C2.1.171 REEFER. Refrigerator or freezer for cold storage of subsistence supplies.

C2.1.172 REFUSE. All solid wastes.

**C2.1.173 REPAIR.** To restore an item to serviceable condition through correction of a specific failure or unserviceable condition.

**C2.1.174 REPORT.** Any transmission (presentation) of data or information, on a one time, recurring, regular, periodic, or as required basis, whether in oral or written narrative, tabular, graphic, questionnaire or other form regardless of method of preparation or transmission.

**C2.1.175 REPRESENTATIVE MEAL TRAYS.** Representative meal trays also known as "dead man's trays" are finished portions of menu items that are collected and held for a 72 hours period before being discarded. The trays are kept under refrigeration and used at a later time for microbiological review should a food-bone incident occur. The representative meal trays are generally used only at the recruit depots and 29 Palms, CA.

C2.1.176 REQUISITION. A formal request for supplies or equipment.

**C2.1.177 RESOURCES.** Consists of military and civilian personnel, material on hand and on order and the entitlement, procured or used material, utilities and services as required for performance of the basic mission of the activity and work performed for others.

**C2.1.178 RESPONSIBLE OFFICER (RO).** An individual appointed by proper authority to exercise, custody, care and safekeeping of property entrusted to his possession or under his supervision; may include financial liability for losses occurring because of failure to exercise this obligation.

C2.1.179 RUBBISH. Non salvageable waste material other than garbage, rocks or dirt.

**C2.1.180 SAFE TEMPERATURES.** The internal product temperature of potentially hazardous food (PHF) shall be 40 degrees F (7 degrees C) or below, or 140 degrees F (60 degrees C) or above depending upon the food item.

**C2.1.181 SAFETY LEVEL.** The quantity of material, in addition to the operating level of supply, required to be on hand to permit continued operations in the event of minor interruption of normal replenishment or unpredictable fluctuations in issue demand.

**C2.1.182 SAMPLING (FOOD).** The consumption of food items for the purpose of determining palatability and the application of proper cooking procedures. Commercially prepared items are not normally sampled unless the items have been reported or are suspected of failing to meet procurement specifications or being unfit for consumption.

**C2.1.183 SAMPLE.** A sample (inspection) consists of one or more service outputs drawn at random from a lot. The number of outputs in the sample is the sample size.

**C2.1.184 SAMPLING GUIDE.** The part of the surveillance plan which contains all the information needed to perform a random sample.

**C2.1.185 SANITARY.** Free from elements, such as filth, bacteria or other foreign matter, that may endanger health.

**C2.1.186 SANITIZATION.** The bactericidal treatment to clean surfaces of equipment and utensils by an approved process that provides sufficient latent heat or concentration of chemical for an adequate period of time to reduce the bacterial count, including pathogens, to a safe level and leave no toxic residue.

**C2.1.187 SANITIZING SOLUTIONS.** For use on equipment, 100 parts per million chlorine solution approved by medical authorities.

C2.1.188 SCULLERY. Dishwashing area.

C2.1.189 SCULLERY MACHINE. Dishwasher.

**C2.1.190 SCRUBBING (FLOORS).** Scrubbing floors refers to the cleaning of quarry tile, epoxy, or cement floors by a means of hard rubbing with a hard bristle brush, clean hot soapy water and applying sufficient downward pressure with the hard bristle brush to remove dirt, grease, grime, boot marks, scuff marks, etc. Scrubbing is conducted over the entire floor surface to include the quarry tile cove base (curved tiles where the wall meets the floor) and is followed by use of a squeegee and dry mopping to remove all water in order for the floor to dry. A properly scrubbed floor is one free of dirt, sand, grease, grime, mud, boot marks, scuff marks, etc. The use of a scrubber machine is acceptable as long as the desired results are obtained.

**C2.1.191 SCRUBBING (OTHER THAN FLOORS).** Scrubbing (Other Than Floors) refers to the cleaning of food contact and non-food contact surfaces located above the floor that require more cleaning than a gentle wipe of a damp cloth or rag. In this situation, scrubbing of this nature requires the use of a hard bristle brush, clean hot soapy water, a Government approved sponge and/or a Government approved scratch pad, or other type of wiping cloth to clean countertops, walls, equipment, equipment components, table tops, booths, chairs, etc. The desired result is a surface free from dirt, grease, grime, caramelized grease (carbon), scuff marks, boot marks, fingerprints, adhesive, etc.

C2.1.192 SEALED. Free from cracks and/or other openings that may permit the entry or passage of moisture or air.

**C2.1.193 SECONDS.** Seconds are an additional serving of food from the main entree or fast food/carry out to patrons desiring a second serving. Seconds are to be served at the time the individual request seconds rather than at a later time in the meal period. Seconds may be offered on all items. Entree meats often comprises half or more of the cost of any given meal. If the messhall is unable to offer seconds on the main entree to the requesting patron an alternate selection of meats may be offered. The command patron education program should emphasize that seconds are made possible only through patron and messhall food conservation processes.

**C2.1.194 SELF-HELP.** Technically minor repair and maintenance of facilities that building occupants can realistically be expected to perform without formal training. General rule of thumb is functions normally performed by a household do-it-yourselfer.

**C2.1.195** SEMIPERISHABLE FOOD. Any food item that is dried, canned, dehydrated or packaged, thus resulting in long shelf life usually without further regard to temperature control or consumption.

C2.1.196 SERVER. A person who serves hot/cold food from the serving line.

**C2.1.197** SERVING LINES. The location and equipment used in messhalls to serve food items cafeteria style to include, self-serve fixtures and equipment. It includes such items as associated tableware, utensils, beverages bars, pastry bars, plate dispensers, silverware dispensers, bread warmers, soft serve ice cream freezers, ice cream cabinets, hot counters, toasters, griddles and deep fat fryers.

**C2.1.198 SHARE RATIO.** This formula expresses the Government/Contractor agreement for sharing risk in contract performance; i.e., in cost savings or overruns. The figure on the left of the ratio is the Government's share, the figure on the right is the Contractor's share. Thus, an 80/20 share ratio will produce a \$0.20 increase in profit (above target profit) for every \$1.00 saved in actual cost below the target cost. Conversely, for every \$1.00 in the actual cost incurred above the target cost, the Contractor's final profit would decrease by \$0.20 below the target profit. Offerors must insert a proposed share ratio for each year of performance.

**C2.1.199** SHELF LIFE. The maximum time elapsed from time of production of preparation until the item must be removed from sale/issue.

**C2.1.200 SHORT ORDER MEAL.** Fast food menu items consisting of, but not limited to, cold or grilled sandwiches, hamburgers, cheeseburgers, hot dogs, chili, french fries, baked beans, potato chips, salads, soups and desserts.

C2.1.201 STANDARD OF PERFORMANCE. The desired value or measure of a performance indicator.

**C2.1.202 STATEMENT OF WORK (SOW).** A document normally prepared by or under the supervision of a subject matter expert of a function involved which prescribes the work, services and products, if any, to be furnished (for example, the food service function). The document also prescribes the quality standards to be met; and the time of performance or delivery. When incorporated in a solicitation or contract package, the SOW becomes Section C (Description and Specifications) of the uniform contract format.

**C2.1.203 STOCK FUND.** This is a revolving fund initially established by the Congress of the United States. The fund finances the procurement and inventories of those standard items of material, subsistence, petroleum, oil and lubricants, maintenance parts and assemblies and minor items of equipment of a consumable nature for which there is a recurring demand, the cost of which is chargeable to the funds of the commander to whom the items are issued for use.

**C2.1.204 STOCK LEVEL.** The quantity of material authorized or directed to be held in anticipation of future demands. The term "stock level" as used in the manual may refer to one or a combination of the terms; i.e., safety level, operating level or mount-out stocks.

C2.1.205 SUBSISTENCE. Food items, including beverages and condiments required for feeding personnel.

C2.1.206 SUBSISTENCE-IN-KIND (SIK). Food furnished to enlisted personnel at Government expense. SIK is also termed "rations in-kind."

**C2.1.207** SUBSISTENCE PRIME VENDOR INTERRUPTER (SPVI). The Subsistence Prime Vendor Interrupter (SPVI) is the first generation Class I computer system, developed by the Defense Logistics Agency (DLA) through the Defense Supply Center Philadelphia (DSCP), used to order subsistence requirements directly from the regional subsistence Prime Vendors. The electronic data integration also provides an electronic copy of the order document to DSCP.

C2.1.208 SUBSISTENCE TOTAL ORDERING AND RECEIPT ELECTRONIC SYSTEM (STORES).

The Subsistence Total Ordering and Receipt Electronic System (STORES) is the second generation Class I computer system system developed by the Defense Logistics Agency (DLA) through the Defense Supply Center Philadelphia (DSCP), used to order subsistence requirements directly from the regional subsistence Prime Vendors. The electronic data integration also provides an electronic copy of the order document to DSCP.

**C2.1.209** SUPERVISOR. One who supervises, manages or directs the contractor employees on shift in the performance of mess attendant duties. Supervisors do not perform mess attendant tasks or other duties.

**C2.1.210 SUPPLEMENTAL FOOD ALLOWANCE.** A prescribed quantity of food defined by quantity or monetary value which, due to unusual or extraordinary circumstances, is required in addition to the Basic Daily Food Allowance.

**C2.1.211 SUPPLIES.** Expendable items including, but not limited to, paper and paper products, cleaning and janitorial items, kitchen utensils, hand tools and tableware.

**C2.1.212 SURVEILLANCE.** The process of monitoring, either by direct evaluation observation, or other information sources of a contractor's performance.

C2.1.213 SWAB. Mop or the act of mopping a floor.

**C2.1.214 TARGET COST.** Offerors should base proposed target cost on the estimated number of meals cited (which is based on historical data) and all requirements of Section C (including purchase of subsistence and development and implementation of Advanced Food Technology), except Food Preparation and Serving Equipment Maintenance and Repair.

**C2.1.215 TARGET COST PER MEAL.** Target cost per meal is target cost divided by the estimated number of meals. Offerors should carry the cost-per-meal pricing out to three significant digits (e.g., \$2.914 per meal).

**C2.1.216 TARGET PROFIT.** Total target profit proposed should represent a reasonable profit level, correlating to the estimate target cost.

**C2.1.217 TARGET PROFIT PER MEAL.** Target profit per meal is target profit divided by the estimated number of meals. Offerors should carry the profit-per-meal pricing out to three significant digits (e.g., \$2.914 per meal).

**C2.1.218 TECHNICAL INSPECTIONS (TI'S).** TI's are quarterly inspections conducted by members of the Food Service Office in order to review the effectiveness of the messhall operation.

**C2.1.219 TEMPERING.** To remove from freezer and place under refrigeration for a period of time sufficient to facilitate separation and handling of frozen product. Internal temperature of food should be approximately 26 degrees to 28 degrees Fahrenheit.

C2.1.220 TRANSIENT. Enlisted personnel authorized to be subsisted without reimbursement, who (1) are in a travel status awaiting orders, assignment, transportation, etc., at a base or station to which they are not presently

attached or assigned; (2) because of duty requirements, consume meals in a messhall located at an installation other than the one to which the individual is assigned or attached.

**C2.1.221 TRASH.** Any waste material other than garbage, rocks or dirt. This includes but is not limited to metal, paper, glass, cardboard, broken tableware, crockery, floor sweepings, cartons and similar materials.

C2.1.222 TRASH, DRY. Paper, cans, milk and juice containers, plastic ware, etc.

**C2.1.223 UNIT.** Any constituted, activated or organized military element with an assigned unit identification code, whose structure is prescribed by competent authority.

**C2.1.224 UNIT OF ISSUE.** A two-digit abbreviation of the standard item measurement as indicated in the applicable catalog as stock list; i.e., EA, LB, CN, etc. suitable for Table of Equipment or Table of Organization.

C2.1.225 UTENSIL. Any tableware and cookware used in the storage, preparation, conveying, serving of or consumption of food.

**C2.1.226 VACUUM CONTAINERS.** Marine Corps term for insulated food and beverage containers used to transport food and beverages. Also referred to as Vat Cans or Vat Jugs.

**C2.1.227 VERIFY.** To determine whether a transcription of data or other operation has been accomplished accurately.

**C2.1.228 VERMIN.** Small animals or arthropods that are objectionable to man or pose a risk to health (rodents, cockroaches, flies, etc.).

**C2.1.229 VETERINARY SERVICE.** Any activity responsible for inspecting all food to determine fitness or safety for human consumption.

C2.1.230 WASHING. Methods of cleaning by employing water and detergents and/or disinfectants.

**C2.1.231 WASHING FLOORS.** The method of cleaning that may be substituted for, or performed in conjunction with, wet mopping on concrete floors and/or loading docks, sidewalks, etc. A water hose with sufficient pressure may be used to remove all residue of scrubbing, mopping and soaking. This is followed by using a stiff bristled broom, deck brush, or scubber machine (Refer to paragraphs C2.193 and C2.194 for definition of scrubbing). A properly washed concrete surface is free of dirt, dust, food residue, grease, debris, stains and residue of mopping or soaking solutions. This definition is not to be confused with the term scrubbing addressed above.

**C2.1.232** WAXING. Uniformly applying two coats of wax with cotton or sponge mops or with commercial equipment designed for that purpose. Waxing is generally followed by buffing. A properly waxed floor is one which contains uniform coats of wax applied as specified in the manufactures instructions. Waxing is performed on surfaces other than concrete, ceramic, or terrazzo floors.

**C2.1.233 WET GARBAGE.** Food and beverage debris. Food debris includes but is not limited to wet food debris such as leftovers, salad room trimmings such as peelings, celery leaves, etc. Beverage debris includes but not limited to leftovers juice, milk, water, ice, or other beverages.

**C2.1.234 WET MOPPING.** The method of cleaning other than carpeted or wood floors using cotton yarn or sponge mops. Mops are frequently immersed in hot soapy water and an approved detergent or disinfectant solution and moved over the floor surface in order to remove dirt and soil, etc. Floors are then rinsed by damp mopping to remove wet mopping residue, standing water and dingy, streaked or cloudy areas. Care is given to avoid splashes on equipment, furniture, walls, trim, cove bases, doors and adjacent wood or carpeted surfaces. A properly wet mopped floor is free of dirt, dust, food residue, film, streaks, debris, standing water and water stains.

C2.1.235 WORK REQUEST. A request made for maintenance, or changes to a facility.

<u>C2.2 ACRONYMS/MEANINGS.</u> The following acronyms/meanings are those most commonly used in the Marine Corps and may or may not be used in this contract. They are provided for informational purposes.

C2.2.1	AOD	Area Officer of the Day
C2.2.2	AQL	Acceptable Quality Level
C2.2.3	AWS	Amphibious Warfare School
C2.2.4	BAS	Basic Allowance For Subsistence
C2.2.5	BBUL	Base Bulletin
C2.2.6	BDFA	Basic Daily Food Allowance
C2.2.7	BEQ	Bachelor Enlisted Quarters
C2.2.8	BO	Base Order
C2.2.9	BOQ	Bachelor Officer Quarters
C2.2.10	BY	Budget Year
C2.2.11	CDO	Command Duty Officer
C2.2.12	CDR	Contract Discrepancy Report
C2.2.13	CDRL	Contract Data Requirements List
C2.2.14	CEA	Contractor-Employed Attendant
C2.2.15	CEC	Contractor-Employed Cook
C2.2.16	ĊĠ	Commanding General
C2.2.17	CMR	Consolidated Memorandum Receipt
C2.2.18	CO	Commanding Officer
C2.2.19	COMRATS	Commuted Rations
C2.2.20	CONUS	Continental United States
C2.2.21	COR	Contracting Officer's Representative
C2.2.22	CTF	Cost-to-Feed
C2.2.23	CY	Calendar Year
C2.2.24	DLA	Defense Logistics Agency
C2.2.25	DOD	Department of Defense
C2.2.26	DODPM	Department of Defense Pay Manual
C2.2.27	DOP	Date of Pack
C2.2.28	DRMO	Defense Reutilization Material Office
C2.2.29	DSCP	Defense Supply Center-Philadelphia
C2.2.30	DSO	Defense Subsistence Office
C2.2.31	DSSC	Direct Support Stock Control
C2.2.32	DVD	Direct Vendor Delivery
C2.2.33	ENH	Enhancements
C2.2.34	EOM	End of the Month
C2.2.35	ETS	Educational Training Service
C2.2.36	FAR	Federal Acquisition Regulation
C2.2.37	FBT	Fuel Bar, Trioxane
C2.2.38	FFS	Full Food Service
C2.2.39	FF&V	Fresh Fruits and Vegetables
C2.2.40	FIFO	First-In/First-Out
C2.2.41	FMF	Fleet Marine Force
C2.2.41 C2.2.42	FMT	Food Management Team
C2.2.42 C2.2.43	FSO	Food Service Officer
C2.2.43 C2.2.44	FPSE	Food Preparation and Serving Equipment
C2.2.44 C2.2.45	FY	Fiscal Year
C2.2.45 C2.2.46		
	GFE	Government Furnished Equipment
C2.2.47	GFP	Government Furnished Property
C2.2.48 C2.2.49	GI IAW	Government Issue In Accordance With
L2,2,47	TVF AA	In Accordance with

C2.2.50	IFSEA	International Food Service Executives Association
C2.2.51	IMT	Inter Mess Transfer
C2.2.52	ITO	Invitational Travel Orders
C2.2.53	KO	Contracting Officer
C2.2.54	LOA	Letter of Adjustment
C2.2.54	LOI	Letter of Instruction
C2.2.56	MA	Mess Attendant
	MAS	
C2.2.57	MAS	Mess Attendant Service
C2.2.58		Marine Corps Air Station
C2.2.59 C2.2.60	MCBul	Marine Corps Bulletin
C2.2.61	MCFMIS	Marine Corps Food Management Information System
	MCO	Marine Corps Order
C2.2.62	MOS	Military Occupational Specialty
C2.2.63	MRE	Meal, Ready-to-Eat
C2.2.64	M&R	Maintenance and Repair
C2.2.65	NAVMC	Navy/Marine Corps
C2.2.66	NIS	Not In Stock
C2.2.67	NLT	Not Later Than
C2.2.68	NSN	National Stock Number
C2.2.69	O&MMC	Operations and Maintenance, Marine Corps
C2.2.70	OCCFLD	Occupational Field
C2.2.71	OCS	Officer Candidate School
C2.2.72	OJT	On-the-Job Training
C2.2.73	OOD	Officer of the Day
C2.2.74	OPCON	Operational Control
C2.2.75	PCS	Permanent Change of Station
C2.2.76	PFT	Physical Fitness Test
C2.2.77	PHF	Potentially Hazardous Foods
C2.2.78	PMC	Procurement, Marine Corps
C2.2.79	PMIS	Preventive Maintenance Inspection Schedule
C2.2.80	PMA	Preventive Medicine Authority
C2.2.81	POR	Packaged Operational Ration
C2.2.82	POV	Privately Owned Vehicle
C2.2.83	PRS	Performance Requirement Summary
C2.2.84	QA	Quality Assurance
C2.2.85	QAE	Quality Assurance Evaluator
C2.2.86	QASP	Quality Assurance Surveillance Plan
C2.2.87	QC	Quality Control
C2.2.88	QDR	Quality Deficiency Report
C2.2.89	RCW	Ration, Cold Weather
C2.2.90	RO	Responsible Officer
C2.2.91	RTS	Return-to-Stock
C2.2.92	SCS	Sanitation Compliance Score
C2.2.93	SE	Surcharge Exempt
C2.2.94	SIK '	Subsistence-in-Kind
C2.2.95	SOAR	Subsistence Operational Analysis Report
C2.2.96	SOP	Standing Operating Procedures
C2.2.97	SOW	Statement of Work
C2.2.98	SVC	Service
C2.2.99	SSN	Social Security Number
C2.2.100	SSSC	Self Service Supply Center
C2.2.101	STORES	Subsistence Total Ordering Receipt Electronic System
C2.2.102	TAD	Temporary Additional Duty
C2.2.103	TE	Technical Exhibit

C2.2.104	TI	Technical Inspection
C2.2.105	TOC	Table of Contents
C2.2.106	UM	User's Manual
C2.2.107	UMR	Unsatisfactory Material Report

# C2.3 MARINE CORPS FOOD MANAGEMENT INFORMATION SYSTEMS (MCFMIS) ACRONYMS.

When the MCFMIS system is used during the course of this contract the following acronyms would apply. Paragraph C2.3.1 through C2.3.1.89 pertain to those acronyms that apply to the local Base/Station Food Service Office operations. Paragraph C2.3.2 acronyms apply to messhall-level operations. Further explanation of these acronyms and terms are contained in the MCFMIS Users Manual located at each messhall site.

## **C2.3.1 BASE FOOD SERVICE OPERATIONS.**

## **MASTER - Master Table of Contents (TOC)**

C2.3.1.1	FOODMGMT	Food Management Functions	[TOC]
C2.3.1.2	MGMTOPS	Manage Installation Operations	[TOC]
C2.3.1.3	EXCHDATA	Exchange Data with Messhall (s)	[TOC]
C2.3.1.4	MCADMIN	MCFMIS System Administration	[TOC]
C2.3.1.5	PRNTTOC	Print the Table of Contents	
C2.3.1.6	SYSTEM	Exit to System Prompt	

#### **FOODMGMT** - Food Management Functions

C2.3.1.7	INGREDIENT	Ingredient Functions	[TOC]
C2.3.1.8	RECIPE	Recipe Functions	[TOC]
C2.3.1.9	MENUPLAN	Menu/Count Functions	[TOC]
C2.3.1.10	ORDER	Purchasing Functions	[TOC]
C2.3.1.11	ANALYSIS	Nutritional Analysis Functions	[TOC]
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#### **INGREDIENT - Ingredient Functions**

C2.3.1.12	INGMAN	Review/Add/Change Ingredients
C2.3.1.13	INGBLD	Create an Index of the Ingredient File
C2.3.1.14	INGRPT	Print Ingredient Information
C2.3.1.15	FASTCOST	Quickly Change Ingredient Prices
C2.3.1.16	MEASURES	Print Measures used within the System
C2.3.1.17	ACTIVING	Identify Active/Inactive Ingredients
C2.3.1.18	VENTBL	Vendor Table Management
This TOC returns to Food Management Functions		

#### **RECIPE - Recipe Functions**

C2.3.1.19	RECMAN	Review/Add/Change Recipes
C2.3.1.20	RECBLD	Create and Index of the Recipe File
C2.3.1.21	RECRPT	Recipe Report
C2.3.1.22	COSTUPD	Update Recipes with Ingredient Price Changes
C2.3.1.23	RECPCNT	Recipe Percent Cost Breakdown
C2.3.1.24	RECQUA	Individual Recipe Conversion
C2.3.1.25	RECCHG	Global Ingredient Substitutions for Recipes
C2.3.1.26	FINDING	Find Recipes with a Specific Ingredient
C2.3.1.27	INREC	Print Ingredients used in Recipes
C2.3.1.28	NOTINREC	Print Ingredients not used in Recipes

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C2.3.1.29	FASTRCAT	Fast Recipe Category Change
C2.3.1.30	FASTRDES	Fast Recipe Description Change
C2.3.1.31	FASTRMAS	Fast Receipt AFR# Change
	This TOC retur	ns to Food Management Functions

# **MENUPLAN - Menu/Count Functions**

C2.3.1.32	MENMAN	Add/Change/Delete Recipes from a Menu
C2.3.1.33	COUNT	Assign Headcount and Acceptability Factors
C2.3.1.34	CALENDAR	Print Weekly Menu Summary
C2.3.1.35	SPREAD	Print Recipes/Associated Counts for Menu (s)
C2.3.1.36	MENDATE	Print List of Dates Containing Menus
C2.3.1.37	MENTBL	Add a Name for a Special Menu
C2.3.1.38	CYCLE	Replicate Menu Cycle to Future Dates
C2.3.1.39	MENCOPY	Copy One Menu to Create Another Menu
C2.3.1.40	MENCHG	Global Recipe Substitution for Menu (s)
C2.3.1.41	INMENU	Print Frequency Listing of Recipes
C2.3.1.42	MENTOTAL	Print Menu Cost or Count Summary
C2.3.1.43	MENRPT	Print Detailed Menu Cost Report
C2.3.1.44	TOTALCNT	Total Headcount Replication
C2.3.1.45	REALCNT	Enter Post Meal History
C2.3.1.46	PREFRPT	Projected vs. Actual Acceptability Factors
C2.3.1.47	HISTDATE	List of Dates with Post Meal History
	This TOC retu	urns to Food Management Functions

This TOC returns to Toou Munugement Put

## **ORDER - Purchasing Functions**

C2.3.1.48	ORDGUIDE	Determine Purchasing Requirements	
C2.3.1.49	ORDENTRY	Change or Update and Order	
C2.3.1.50	ORDPO	Print Purchase Order	
C2.3.1.51	ORDRPT	Print Items within an Order	
C2.3.1.52	ORDSUM	List ALL Orders in the System	
C2.3.1.53	ORDQUES	Preset Responses for Order Questions	
	This TOC returns to Food Management Functions		

## **ANALYSIS - Nutritional Analysis Functions**

C2.3.1.54	RECANAL	Nutritional Analysis of a Recipe
C2.3.1.55	RECANRPT	Listing of Analyzed Recipes
C2.3.1.56	MENGRAPH	Graphic Menu Analysis/Planner
C2.3.1.57	MENRANAL	Nutritional Analysis of a Menu
	This TOC returns to Food Management Functions	

## **MGMTOPS - Manage Installation Operations**

C2.3.1.58	COMBREQ	Print MH Requisitions/Orders
· C2.3.1.59	DSSCRCV	Process Data Received from DSSC
C2.3.1.60	DSSCRPT	DSSC Reconciliation Report
C2.3.1.61	DCANAFSO	Daily Cost Analysis at FSO
C2.3.1.62	MDFEDFSO	Man-Day Fed at FSO
C2.3.1.63	MDFEDRPT	Daily Man-Day fed Report
C2.3.1.64	MDTOTALF	Man-Day Fed Totals Summary
C2.3.1.65	MDCASHF	Man-Days Cash Report
C2.3.1.66	MSTMENU	Master Menu in ASCII Format

C2.3.1.67	SOARMAN	Messhall, BDFA and SOAR Information
C2.3.1.68	SOARRPT	SOAR Report

## **MGMTOPS - Manage Installation Operations (Continued)**

C2.3.1.69	MCDATEF	View Messhall Data Dates
C2.3.1.70	INGHISTF	Ingredient History Report
C2.3.1.71	FOODCSTF	Food Cost Report
	This TOC retu	rns to Master Table of Contents

## EXCHDATA - Exchange Data with Messhall (s)

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C2.3.1.72	SNDDATA	Send Data to the Messhall (s)
C2.3.1.73	RCVDATA	Receive Data from the Messhall (s)
C2.3.1.74	RXTXFSO	Set Modem Ready to Exchange Data
C2.3.1.75	RXTXREV	Review Transmission Lot for RXTX
	This TOC ret	urns to Master Table of Contents

## SNDDATA - Send Data to the Messhall (s)

C2.3.1.76	SNDDATAF	Select Data to Send to Messhall (s)
C2.3.1.77	SNDREVF	Review Data Selected for Messhall (s)
C2.3.1.78	SNDDISKF	Place Selected data on Diskette
C2.3.1.79	SNDCLNF	Remove Data Sent to Messhall (s)
This TOC returns to Exchange Data with Messhe		rns to Exchange Data with Messhall(s))

## **RCVDATA - Receive Data from the Messhall (s)**

C2.3.1.80	RCVDISKF	Receive Data from Messhall via Diskette
C2.3.1.81	RCVREVF	Review Data Received from Messhall (s)
C2.3.1.82	RCVDATAF	Add Received Data into the System
This TOC returns to Exchange Data with Messhall (s)		ns to Exchange Data with Messhall (s)

## **MCADMIN - MCFMIS System Administration**

C2.3.1.83	SETPTR	Select Printer for Reports
C2.3.1.84	CLEANUP	Remove Obsolete Work Files
C2.3.1.85	MENPURGE	Delete Obsolete Menus
C2.3.1.86	HISTPURG	Delete Obsolete Post Meal History
C2.3.1.87	ORDPURGE	Delete Obsolete Orders
C2.3.1.88	MCPURGEF	Delete Obsolete Messhall Data
C2.3.1.89	UTILITY	System Utilities
	This TOC retu	rns to Master Table of Contents

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## C2.3.2 MESSHALL OPERATIONS.

#### **MASTER - Master Table of Contents**

C2.3.2.1	FOODMGMT	Food Management Functions[7	COC]
C2.3.2.2	MGMTMH	Messhall Management	[TOC]
C2.3.2.3	EXCHDATA	Exchange Data with FSO	[TOC]
C2.3.2.4	MCADMIN	MCFMIS System Administration	on

C2.3.2.5	PRNTTOC	Print the Table of Contents
C2.3.2.6	SYSTEM	Exit to System Prompt

# FOODMGMT - Food Management Functions -

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C2.3.2.7	INGREDIENT	Ingredient Functions	[TOC]
C2.3.2.8	INVENTORY	Inventory Functions [TOC	]
C2.3.2.9	RECIPE	Recipe Functions	[TOC]
C2.3.2.10	MENUPLAN	Menu/Count Functions	[TOC]
C2.3.2.11	FORECAST	Forecast Count Functions	[TOC]
C2.3.2.12	PRODUCTION	Production Functions	[TOC]
C2.3.2.13	ORDER	Purchasing Functions	[TOC]
C2.3.2.14	ANALYSIS	Nutritional Analysis Functions	[TOC]
This TOC returns to Master Table of Contents			

## **INGREDIENT - Ingredient Functions**

C2.3.215	INGMAN	Review/Change Ingredients
C2.3.216	INGBLD	Create an Index of the Ingredient File
C2.3.217	INGRPT	Print Ingredient Information
C2.3.218	FASTSTOR	Quickly Change Storage Areas
C2.3.2.19	STORRPT	Storage Area Consistency Report
C2.3.2.20	MEASURES	Print Measures used within the System
C2.3.2.21	ACTIVING	Identify Active/Inactive Ingredients
	This TOC return	s to Food Management Functions

## **INVENTORY - Inventory Functions**

C2.3.2.22	PHYSRPT	Print a Physical Inventory Worksheet
C2.3.2.23	FASTINV	Quickly Update all Inventory Levels
C2.3.2.24	INVVAL	Print Dollar Value of Present Inventory
C2.3.2.25	INVVAR	Inventory Variance Report
C2.3.2.26	INVREV	Inventory History Review (708 Card)
C2.3.2.27	INGHSTRY	Ingredient History Report
C2.3.2.28	FOODCOST	Food Cost Report
C2.3.2.29	CCTBL	Establish Sites for Transfer (Cost Centers)
C2.3.2.30	INVTRANS	Inter Mess Transfers or Surveys
C2.3.2.31	INVINIT	Begin Recording Inventory
C2.3.2.32	CIEXPINV	Export Inventory History
	This TOC return	s to Food Management Functions

## **RECIPE - Recipe Functions**

C2.3.2.33	RECMAN	Review/Change Recipes
C2.3.2.34	RECBLD	Create an Index of the Recipe File
C2.3.2.35	RECRPT	Recipe Report
C2.3.2.36	COSTUPD	Update Recipes with Ingredient Price Change
C2.3.2.37	RECPCNT	Recipe Percent Cost Breakdown
C2.3.2.38	RECQUA	Individual Recipe Conversion
C2.3.2.39	FINDING	Find Recipes with a Specific Ingredient
C2.3.2.40	INREC	Print Ingredients used in Recipes
C2.3.2.41	NOTINREC	Print Ingredients not used in Recipes
This TOC returns to Food Management Functions		

# **MENUPLAN - Menu/Count Functions**

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C2.3.2.42	MENMAN	Add/Change/Delete Recipes from a Menu
C2.3.2.43	COUNT	Assign Headcount and Acceptability Factors
C2.3.2.44	CALENDAR	Print Weekly Menu Summary
C2.3.2.45	SPREAD	Print Recipes/Associated Counts for Menu (s)
C2.3.2.46	MENDATE	Print List of Dates Containing Menus
C2.3.2.47	MENTBL	Add a Name for a Special Menu
C2.3.2.48	CYCLE	Replicate Menu Cycle to Future Dates
C2.3.2.49	MENCOPY	Copy One Menu to Create Another Menu
C2.3.2.50	MENCHG	Global Recipe Substitution for Menu (s)
C2.3.2.51	INMENU	Print Frequency Listing of Recipes
C2.3.2.52	MENTOTAL	Print Menu Cost or Count Summary
C2.3.2.53	MENRPT	Print Detailed Menu Cost Report
C2.3.2.54	REALCNT	Enter Post Meal History
C2.3.2.55	PREFRPT	Projected vs. Actual Acceptability Factors
C2.3.2.56	HISTDATE	List of Dates with Post Meal History
	This TOC return	ts to Food Management Functions

## **FORECAST - Forecast Count Functions**

C2.3.2.57	PREDICT	Project Headcounts
C2.3.2.58	PREFRNC	Project Acceptability Factors
	This TOC retur	ns to Food Management Functions

# **PRODUCTION - Production Functions**

C2.3.2.59	PREPREP	Produce Requirements, Meat Breakout
C2.3.2.60	CALCSERV	Calculate Recipe Service Amounts
C2.3.2.61	PROGUIDE	Cooks Worksheet
C2.3.2.62	MENQUA	Daily Production Recipe Conversions
C2.3.2.63	MENLABEL	Ingredient Labels/Produce Requirements
C2.3.2.64	PICKLIST	Breakout Sheet
C2.3.2.65	ISSUEMAN	Subsistence Issue Receipt (SIR)
C2.3.2.66	ISSUERPT	Print/Summarize SIRs
C2.3.2.67	ISSUEVAR	Variance Report for SIRs
C2.3.2.68	ISUHSTRY	Menu History Report
C2.3.2.69	PRODTBL	Establish Production Areas
C2.3.2.70	FASTPROD	Change Production Areas for Recipes
	This TOC return	s to Food Management Functions

This TOC returns to Food Management Functions

## **ORDER - Purchasing Functions**

C2.3.2.71	ORDGUIDE	Determine Purchasing Requirements
C2.3.2.72	ORDENTRY	Change or Update an Order
C2.3.2.73	ORDPO	Print Purchase Order
C2.3.2.74	ORDRPT	Print Items within an Order
C2.3.2.75	ORDSUM	List ALL Orders in the System
C2.3.2.76	FASTRCV	Bill Posting Data Entry
C2.3.2.77	RCVRPT	Print Status of Items within an Order
C2.3.2.78	RCVSTAT	Print Items Not Delivered In-Full
C2.3.2.79	ORDQUES	Preset Responses for Order Questions

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This TOC returns to Food Management Functions

# **ANALYSIS - Nutritional Analysis Functions**

C2.3.2.80	RECANRPT	Listing of Analyzed Recipes	
C2.3.2.81	MENGRAPH	Graphic Menu Analysis/Planner	
C2.3.2.82	MENRANAL	Nutritional Analysis of a Menu	
	This TOC return:	s to Food Management Functions	
	MGMTMH - Messhall	Management	
C2.3.2.83	MDFEDMAN	Man-Day Fed Entry	
C2.3.2.84	MDFEDRPT	Daily Man-Day Fed Report	
C2.3.2.85	MDTOTAL	Man-Day Fed Totals Summary	
C2.3.2.86	MDFEDMH	Monthly Man-Day Fed Report	
C2.3.2.87	DCANAMH	Daily Cost Analysis	
C2.3.2.88	MHREV	Review Messhall/BDFA Data	
C2.3.2.89	POSMC	Read and Update P.O.S. Data	
	This TOC retur	rns to Master Table of Contents	
	EXCHDATA - Exchan	ge Data with FSO	
C2.3.2.90	SNDDATA	Send Data to the FSO	[TOC]
C2.3.2.91	RCVDATA	Receive Data from the FSO	[TOC]
C2.3.2.92	RXTXMH	Set Modern Ready to Exchange Data	
		ns to Master Table of Contents	
	SNDDATA - Send Data	a to the FSO	
C2.3.2.93	SNDDATAM	Select Data to Send to FSO	
C2.3.2.94	SNDREVM	Review Data Selected for FSO	
C2.3.2.95	SNDDISKM	Place Selected Data on Diskette	
C2.3.2.96	SNDCLNM	Remove Data Sent to FSO	
	This TOC retur	ns to Exchange Data with FSO	
	<b>RCVDATA - Receive D</b>	Pata from the FSO	
C2.3.2.97	RCVDISKM	Receive Data from FSO via Diskette	
C2.3.2.98	RCVREVM	<b>Review Data Received from FSO</b>	
C2.3.2.99	RCVDATAM	Add Received Data into the System	
	This TOC retur	ns to Exchange Data with FSO	
	MCADMIN - MCFMIS	S System Administration	
C2.3.2.100	SETPTR	Select Printer for Reports	
C2.3.2.101	CLEANUP	Remove Obsolete Work Files	
C2.3.2.102	MENPURGE	Delete Obsolete Menus	
C2.3.2.103	HISTPURG	Delete Obsolete Post Meal History	
C2.3.2.104	ISSUPURG	Delete Obsolete Issues (SIRs)	
C2.3.2.105	ORDPURGE	Delete Obsolete Orders	
C2.3.2.106	MCPURGEM	Delete Obsolete Messhall Data	
C2.3.2.107	UTILITY	System Utilities	
		ns to Master Table of Contents	

#### **SECTION C3**

#### **GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT, SERVICES AND SUPPLIES**

**C3.1** <u>GENERAL INFORMATION.</u> The Government will provide, without cost, specified equipment, supplies and services specified as Government-Furnished Property (GFP) as referenced in this contract. Government property described in this section shall be used only in the performance of the functions and tasks required by this contract.

## C3.2 GOVERNMENT-FURNISHED PROPERTY (GFP).

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**C3.2.1** Messhalls. The Government will make available the thirty-three (33) messhalls listed in Section C1 and as described in Technical Exhibit 2 (TE2).

C3.2.1.1 Messhalls have been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified for which work-arounds have been established.

**C3.2.1.2** The Government corrects OSHA hazards in accordance with base-wide Government developed and approved plans of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to messhalls provided hereunder merely because of this contract initiative.

**C3.2.1.3** The Government does not guarantee that no hazards exist or that the work-around procedures will not be necessary.

**C3.2.1.4** Compliance with OSHA and other applicable laws and regulations for the protection of contractor employees is exclusively the obligation of the Contractor.

**C3.2.1.5** The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with OSHA requirements, except the aforementioned responsibility to make corrections in accordance with approved plans of abatement subject to base-wide priorities.

**C3.2.1.6** Prior to any modification of the messhalls, the Contractor shall notify the local Base/Station Food Service officer and the Contracting Officer and provide detailed documentation describing the modification requested.

**C3.2.1.7** The Contractor **shall not** make alterations to the messhalls without specific written permission from the Contracting Officer. In cases of alterations necessary for OSHA compliance, such permission will not be unreasonably withheld.

**C3.2.1.8** The Contractor shall return all messhalls to the Government in the same condition as received, fair wear and tear and approved modifications excepted.

**C3.2.2** Contractor Billeting during Severe Weather and Natural Disasters. The Government may provide temporary billeting for Contractor employees during severe weather and/or natural disasters to ensure selected messhalls remain in service. As outlined fully in paragraph C1.11.2, the billeting facilities may be Bachelor Enlisted Quarters (BEQ's), evacuation shelters or in some extreme cases the messhalls themselves. The local Contracting Officer and/or the local Base/Station Food Service Officer may make this determination. The Government will only provide appropriate bedding and toilet facilities for this purpose. Personal health and comfort items is the sole responsibility of Contractor personnel.

**C3.3** <u>GOVERNMENT-FURNISHED EQUIPMENT (GFE).</u> The Government will provide the Government-Furnished Equipment (GFE) listed in TE2, TE3 and TE5. The GFE listed in TE2, TE3 and TE5 reflects the Government's best quantity estimates at the time of solicitation development. The Government may need to replace equipment when it is no longer usable for its intended purpose. The need for replacement will be determined by the local Base/Station Maintenance and Food Service Officers in conjunction with the Contractor.

**C3.3.1 Equipment Inventories.** This requirement includes contract start, monthly and closing equipment inventories.

#### C3.3.1.1 Start/Initial Messhall Equipment Inventory.

**C3.3.1.1.1** Upon start of the basic contract period, the Contractor and Government representatives will conduct a joint inventory of all Government-furnished messhalls and equipment listed in TE2, TE3 and TE5. The Contractor will be notified by the Government within 2 working days prior to the start of each messhall inventory. The Contractor shall validate the condition of each messhall and its equipment and properly receipt for all directly following each messhall inventory. Messhall inventories will consist of a physical count of all attached and detached equipment for each messhall to include all small wares, hand tools, insulated transport containers, pots, pans tableware and dinnerware.

**C3.3.1.1.2** If the Contractor does not agree with the Government determination as to the condition of each messhall and it's equipment it shall be treated as a dispute according to the clause of this contract entitled "Alternative Disputes Resolution (ADR)" in Section H.

**C3.3.1.1.3** Should the Contractor not participate in the inventory, the Contractor must accept as accurate the inventory list provided by the Government thereby accepting stated condition and responsibility.

**C3.3.1.2** Monthly Minor Property Inventory. Not later than five (5) days before the end of each month, the Contractor shall receive a Monthly Minor Property Inventory form from the local Base/Station Food Service Officer. Typically, these reports are similar to those contained in TE5 of this contract.

**C3.3.1.2.1** The Government and Contractor shall conduct a joint minor property inventory on the last day of each calendar month using the Minor Property Inventory form as listed in TE5. The Contractor shall submit the original copy to the local Base/Station Food Service Officer within five (5) working days following the last day of each calendar month.

**C3.3.1.2.2** The Contractor shall be responsible for all Minor Property (i.e., forks, knives, spoons, dishware, trays, etc.) associated with all contracted messhalls. The Government will apply a 10 percent tolerance for silverware (i.e., knives, folks and spoons) and a 5 percent tolerance for dishware (i.e., glasses, cups, bowls, plates, dishes, etc.) from the initial inventory or previous monthly inventory for each item listed on the TE5 to determine if the Contractor is within inventory limits.

**C3.3.1.2.3** The Contractor shall reimburse the Government for any quantities exceeding these tolerances at full replacement costs. For example, an 11 percent inventory loss of silverware for a given month will result in a 1% replacement cost to the Contractor for that month. The reimbursement to the Government shall be made by invoice deduction.

**C3.3.1.2.4** The Contractor shall return all Government-furnished expendable equipment and supplies considered excess to the local Base/Station Food Service Officer within five (5) business days following the monthly inventory. There will be no cost to the Government for this action.

**C3.3.1.3 Closing Contract Messhalls and Equipment Accountability.** At the completion, termination, or extension of the contract, the Contractor and Government representatives will once again conduct a joint inventory of all Government-furnished messhalls and equipment used by the Contractor during the life of the contract. The Contractor will be notified by the Government within 2 working days prior to the start of each messhall inventory.

**C3.3.1.3.1** The Contractor is liable for the loss and damage to Government-Furnished property beyond normal wear and tear according to the clause of this contract entitled, "Government-Furnished Equipment". The Contracting Officer will reduce amounts owed to the Contractor or receive direct payment from the Contractor for loss and/or damage to GFE.

**C3.3.1.3.2** In the event that damaged property is not repaired by the Contractor, the amount of compensation due the Government shall be the actual cost of the repair, provided such amount does not exceed the economical repair value.

C3.3.1.3.3 When loss and/or damage is beyond the economical repair value, the amount of the Contractor's liability shall be the fair market value of the item.

**C3.3.1.3.4** If the Contractor does not agree with the Contracting Officer's determination, refer to the clause of this contract entitled "Alternative Disputes Resolution (ADR)".

**C3.3.2 Equipment Accountability.** The Contractor shall maintain full accountability of all Governmentfurnished equipment during the life of the contract. Contractor personnel shall not remove and/or transport Government-furnished equipment for personal or other uses not associated with this contract.

**C3.3.3** Obtaining Additional and/or Replacement Messhall Equipment. The Contractor may request additional or replacement messhall equipment from the local Base/Station Food Service Officer with appropriate justification. Requests shall be in writing.

**C3.3.4** Adjustment to Equipment Authorized Records. The Contractor shall prepare and submit requests to adjust equipment records when equipment is lost, damaged, replaced, etc., to the local Base/Station Food Service Officer within 10 days of adjustment.

**C3.3.4.1** If the Government considers the equipment damage to be beyond that of reasonable wear and tear, an investigation will be initiated by the Base/Station Food Service Officer/Contracting Officer.

**C3.3.4.2** The Contractor is liable for all damages as a direct result of Contractor personnel abuse, misassembly, lost parts, vandalism or sabotage.

**C3.3.5** Equipment Leased by the Government. The Government will maintain and repair equipment leased or rented and provided to the Contractor.

**C3.3.5.1** If loss or damage beyond fair wear and tear occurs, the Contractor shall reimburse the Government for 100 percent of all expenses incurred.

**C3.3.5.2** The provisions of any Government lease agreements setting forth liability for loss or damage to leased equipment are available for the Contractor's inspection upon request to the Contracting Officer. Equipment leased by the Government and provided to the Contractor is listed in TE3. Government leased equipment generally consists of soda and juice machines.

**C3.3.6** Disposition of Equipment. When the Government determines equipment is beyond economical repair, the Contractor shall make the equipment available for return to the Government. The Government will pick up the equipment from the messhall loading dock only for further disposition. The Contractor shall disconnect equipment from utility lines and place equipment on the messhall loading dock for pick up by the Government. Upon completion of the contract, the Contractor shall return all Government equipment as annotated on the inventory form to the Government.

C3.3.6.1 The Contractor shall return any equipment that the Contractor may have brought on the installations under this contract either by the Contractor or through Contractor-arranged vendors. Contractor equipment left behind by

the Contractor at the end of this contract or termination will be considered "abandoned property" and will become property of the Government.

#### C3.4 <u>GOVERNMENT RESPONSIBILITIES UNDER FOOD PREPARATION AND SERVING</u> EOUIPMENT (FPSE) MAINTENANCE AND REPAIR (M&R). As addressed in paragraph C4.2 of this

**EXOLPMENT (FPSE) MAINTENANCE AND REPAIR (M&R).** As addressed in paragraph C4.2 of this contract the Contractor shall be responsible for Food Preparation and Serving Equipment (FPSE) Maintenance and Repair (M&R). However, the Government will be responsible for the following tasks related to Food Preparation and Serving Equipment (FPSE) Maintenance and Repair (M&R):

a. Removing any equipment from the messhall loading dock considered excess, beyond economic repair or replaced by the Contractor.

b. Electrical power into the messhall to include panel board, circuit breakers or magnetic contacts.

c. Sewer lines from floor and wall drains of the messhall.

d. All gas, water and steam lines up to the source point for each piece of equipment. (Note: Source points are typically located at the walls, floors, or ceilings except for LP gas. The source point for LP gas is the outlet side of the tank regulator valve.)

e. Repair of interior walk-in refrigerators and freezers, interior and exterior box walls, walk-in ceilings and floors.

f. Cleaning, maintenance and repair of exhaust duct systems through the exterior outlet and exhaust fan mechanisms. The Contractor shall assist the Government by making the messhall available to the duct cleaning contractor routinely as scheduled by the local Base Maintenance Office which is normally once per quarter

g. Alterations, repairs, and maintenance to the messhall physical plant.

## C3.5 GOVERNMENT-FURNISHED SERVICES (GFS).

**C3.5.1 Government-Furnished Food Preparation Services (Marine Corps Cooks).** The Government will furnish Government cooks for food preparation service tasks in messhalls designated as Management and Mess Attendant (M&MA) messhalls under this contract. These food preparation services tasks include cooking of main entree and fast food/carry-out food preparation and all baking and related desserts. The Contractor shall be responsible for all salad room preparation. Government food service personnel will be supervised solely by the Government. Close liaison and communication shall be necessary between the Government and the Contractor to accomplish the mission. The following matrix will assist in the understanding of service task responsibilities.

MATRIX (Section C5B)		
MANAGEMENT AND MESS ATTENDANT SERVICE TASK	CONTRACTOR	GOVERNMENT
MESSHALL MANAGEMENT AND MENU COMPLIANCE	Х	
MENU PLANNING	Х	Х
MESS ATTENDANT SUPERVISION	X	
FULL MENU SERVICE		x
PROCURING, REQUISTIONING AND ACCOUNTING FOR SUBSISTENCE	X	
STORAGE OF SUBSISTENCE	X	
REFER TEMP CHECKS	Х	
FOOD PREPARATION		Х
FOOD PROTECTION AND HANDLING	X	X
CASHIER SERVICE	X	
CUSTOMER COMMENT/COMPLAINT FORMS	x	

#### MANAGEMENT AND MESS ATTENDANT (M&MA) SERVICES MATRIX (Section C5B)

MATRIX (Section C5B) Cont'd			
MANAGEMENT AND MESS ATTENDANT SERVICE	CONTRACTOR	GOVERNMENT	
TASK			
- Grills, deep fat fryers, ventilation hoods, surrounding floors, walls, etc.		Х	
- Serving lines, sneezeguards, surrounding floors, walls, etc.	X		
- Hot/cold pass-thru cabinets	X	X	
- Sandwich bars, dessert bars, etc.	X		
FAST FOOD/CARRY-OUT PREP:			
- Fast Food/Carry-out menu item preparation and replenishment		X	
- Fast Food/Carry-Out line setup, during/after meal cleaning	X		
DELI BAR SERVICES:			
- Deli Bar menu item preparation and replenishment	X		
- Deli Bar setup, during/after meal cleaning	X		
SALAD BARS:			
- Salad Bar menu item preparation and replenishment	X		
- Salad Bar setup, during/after meal cleaning	X		
SPECIALTY BARS:			
- Specialty Bar menu item preparation and replenishment	X		
- Specialty Bar setup, during/after meal cleaning	x	· · · · · · · · · · · · · · · · · · ·	
ICE MAKING MACHINES	X	X	
SELF-SERVICE SUPPORT SERVICES	Х		
MEALS PREPARED FOR CONSUMPTION AWAY FROM THE MESSHALLS		x	
SANITATION AND HOUSEKEEPING REQUIRMENTS	X	<u> </u>	
GARBAGE AND TRASH REMOVAL	X	· •	
GREASE DISPOSAL	х		
CONTRACTOR OFFICE SPACES	x		
SUPPLIES, MATERIALS AND EQUIPMENT	<u> </u>	X	
FPSE MAINT AND REPAIR	X		
MISC REQUIREMENTS	x		

#### MANAGEMENT AND MESS ATTENDANT (M&MA) SERVICES MATRIX (Section C5B) Cont'd

C3.5.2 Government-Furnished Mess Attendant Services (Brig Prisoners). The Government will furnish Government personnel for mess attendant service tasks in the Brig messhalls located at Marine Corps Bases (MCB) Quantico, VA and Camp Lejeune, NC which are designated as Brig Messhall Management and Food Preparation (M&FP) services under this acquisition. Government mess attendants will be supervised solely by the Government with close liaison and communication with the contract messhall manager and their staffs.. The Government mess attendants in this regard are Brig prisoners and require special consideration as outlined in Section C5C. Refer to the following services matrix to assist in understanding which party performs which tasks.

BRIG MESSHALL M&FP SERVICE TASK	CONTRACTOR	GOVERNMENT
MESSHALL MANAGEMENT AND MENU COMPLIANCE	<u>X</u>	
MENU PLANNING	X	
MESS ATTENDANT SUPERVISION		X
FULL MENU SERVICE	x	
PROCURING, REQUISTIONING AND ACCOUNTING FOR SUBSISTENCE	X	
STORAGE OF SUBSISTENCE	X	
REFER TEMP CHECKS	X	
FOOD PREPARATION	X	
FOOD PROTECTION AND HANDLING	X	
CASHIER SERVICE	X	
CUSTOMER COMMENT/COMPLAINT FORMS	X	
MAIN ENTREE SERVING LINE	· · ·=	
- Grills, deep fat fryers, ventilation hoods, surrounding floors, walls, etc.	X	
- Serving lines, sneezeguards, surrounding floors, walls, etc.		X
- Hot/cold pass-thru cabinets	X	X
- Sandwich bars, dessert bars, etc.		X
FAST FOOD/CARRY-OUT PREP	X	
- Fast Food/Carry-out menu item preparation and replenishment	X	
- Fast Food/Carry-Out line setup, during/after meal cleaning		X
DELI BAR SERVICES		
- Deli Bar menu item preparation and replenishment	X	
- Deli Bar setup, during/after meal cleaning		X
SALAD BARS		
- Salad Bar menu item preparation and replenishment	X	· · · ·
- Salad Bar setup, during/after meal cleaning		X
SPECIALTY BARS		
- Specialty Bar menu item preparation and replenishment	x	
- Specialty Bar setup, during/after meal cleaning		X
ICE MAKING MACHINES	x	Х
SELF-SERVICE SUPPORT SERVICES	x	
MEALS PREP'D FOR CONSUMPTION AWAY FROM THE MESSHALLS	X	
SANITATION AND HOUSEKEEPING REQUIRMENTS	X	X
GARBAGE AND TRASH REMOVAL		
- Contractor Areas - Kitchen, storerooms/reefers, bakery, salad rooms, rest rooms (back of the house), signature sign-in stations.	X	
- Government Areas - Pot and pan room, dishwashing room, patron rest rooms, dining areas, fast-food/carry-out outside police, GI House.		x
GREASE DISPOSAL		

# BRIG MESSHALL MANAGEMENT AND FOOD PREPARATION (M&FP) SERVICES MATRIX (Section C5C)

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- Kitchen and bakery.	x	
- Fast food/carry-out.	X	
CONTRACTOR OFFICE SPACES	X	
SUPPLIES, MATERIALS AND EQUIPMENT	X	
FPSE MAINT AND REPAIR	X	
MISC REQUIREMENTS	X	X

**C3.5.3 Emergency Medical Service.** The Government will furnish limited medical service at most installations (Bases and Stations) as outlined in Section C1, paragraph C1.21.4.

**C3.5.4** Police and Fire Protection Services. Phone number: Fire and Military Police 911. The Government will furnish all police and fire protection services.

**C3.5.5** Utility Service. The Government will furnish all utility service (electricity, LP gas, natural gas, water, steam, etc.) required to operate and support messhalls and associated equipment. The Marine Corps will not provide utility service off of the installation. In the event utility service is required emergency maintenance telephone numbers are provided below:

INSTALLATION	PHONE NUMBER	
8th and I, Washington, DC	202-433-4612	
Henderson Hall, Arlington, VA	703-614-7829	
MCB Quantico, VA	703-784-2072 or 2073	
Camp Elmore, Norfolk, VA	757-444-3477	
MCAS Cherry Point, NC	252-466-4364 or 4365	
MCALF Bogue, NC	252-466-4364 or 4365	
MCB Camp Lejeuene, NC	910-451-3001 or 3002 or 3003	
MCAS New River, NC	910-451-3001 or 3002 or 3003	
MCAS Beaufort, SC	843-522-7527	
MCRD Parris Island, SC	843-228-3020	

## EAST COAST BASES/STATIONS EMERGENCY MAINTENANCE PHONE NUMBERS

**C3.5.6 Building Maintenance and Repair Services.** The Government will furnish required maintenance and repairs to all contracted messhall structures on Marine Corps installations. When repairs or maintenance is needed for safe and efficient use of the messhalls the Contractor shall notify the local Base/Station Food Service Officer or other command representatives.

**C3.5.7** Mail Distribution Service. The local Base/Station Food Service Officer will provide a Contractor distribution box at the local Base/Station Food Service Office for internal distribution of mail and other correspondence between the Contractor and the Government. The Contractor shall check this box daily as some material may be time sensitive.

**C3.5.8** Transportation Services. The Government will provide all vehicles and drivers to transport insulated food containers, and utensils from the messhalls to field sites in order to provide field feeding, and to return soiled containers to the same facilities.

**C3.5.9** Laundry Service. The Government will provide laundry service for messhall curtains, draperies and tablecloths, if applicable.

**C3.5.10 Refuse and Grease Collection Service.** The Government will provide trash and cardboard pickup from all messhall locations. The Government will pick up all used cooking grease, etc. from receptacles located near the loading dock area of each messhall.

**C3.5.11 Grease Interceptor Service.** The Government will provide periodic pumping of messhall grease interceptors, where applicable.

C3.5.12 Recycling Service and Fixtures. The Government will provide all recycling containers, compactors and dumpsters as required by local Base/Station recycling programs.

**C3.5.13 Insect and Rodent Control Services.** The Government will provide periodic pest control services. The Contractor shall notify the Government anytime insect or rodent activity or harborage is discovered in order to receive additional furnished pest control.

**C3.5.14 Grounds Maintenance Services.** The Government will maintain the grounds up to the point of where the Contractor is responsible for maintaining these areas, as annotated in paragraph 13 of <u>each</u> messhalls' Technical Exhibit 2 (TE2). In other words, if the Contractor is responsible for policing and grounds maintenance of an 80 foot radius around a particular messhall, then the Government will not service within that area of Contractor responsibility.

**C3.6** <u>GOVERNMENT-FURNISHED SUPPLIES.</u> The Government will furnish the following supplies. The Government will not restrict or regulate these items issued to the Contractor unless Government consumption data indicates the possibility of excessive waste or mismanagement by the Contractor. The Contractor shall take appropriate steps to ensure sound and prudent use of Government-furnished supplies through employee training and supervision.

**C3.6.1 Disposable Paper and Plastic Products.** The Government shall provide all disposable paper and plastic products for all messhalls under this contract. These items include, but are not limited to, paper and plastic plates, cups, knives, forks, spoons, clamshells, paper bags/boxes for bag/box lunches, paper towels, napkins and toilet paper. This also includes specialty items such as dollies and souffle cups for holidays. The Contractor will be responsible for all like items related to any Contractor-furnished centralized production facility.

**C3.6.2** Chemicals. The Government shall provide all cleaning and dish/pot chemicals. These items include, but are not limited to cleansers, dishwashing and pot and pan detergents, powders, glass cleaners, floor wax, general purpose cleaners, grill cleaners, grease cutters, hand soap, pine-scented cleaners, sanitizing solutions and stainless steel cleaners, polishes and waxes. The Contractor will be responsible for all like items related to any Contractor-furnished centralized production facility.

## C3.7 MISCELLANEOUS.

**C3.7.1** Menu Display Boards. The Government will provide all types of menu display boards to all messhalls. This includes a supply of letters and numbers, if applicable. The Contractor shall notify the Government when replacement letters, numbers or slide in signage replacements are required.

**C3.7.2** Decorative Materials. The Government will furnish decorative materials for holidays and special occasions. The Contractor is responsible for storing these items in a cool dry place for use the following year (s). The Contractor shall notify the Government when items are no longer suitable for display.

**C3.7.3** Tablecloths. The Government will provide tablecloths when required for holiday and/or special occasions only. The Contractor is not required to furnish tablecloths.

**C3.7.4** Publications. The Government will furnish publications and Government forms as specified in Section C7.

**C3.7.5** Posters. The Government may from time to time furnish educational and promotional materials in the form of posters and table displays.

**C3.7.6 Equipment Manuals.** The Government will furnish the contractor, upon the start of performance, with equipment manufacturers operating manuals for equipment on-hand in each messhall. If equipment manuals are not available, the Contractor may request literature from the local Base/Station Food Service Office.

**C3.7.7 Equipment Warranty Repairs.** Warranty repairs will be accomplished by the manufacturers representative or dealer as specified in the expressed warranty. Should the Contractor perform unauthorized maintenance, which voids the warranty, the Contractor shall be responsible for subsequent maintenance of the items for the remaining period of the warranty.

**C3.7.8 Field Feeding Equipment.** The Government will furnish insulated food and beverage containers and disposable paper/plastic products to support field feeding requirements. Storage of these items at FFS messhalls between use will be the Contractor's responsibility.

C3.7.9 Self Help. The Government will provide all items required for self help activities except hand tools.

**C3.7.10 Computers.** The Government will provide computer hardware and software in support of the Marine Corps Food Management Information System (MCFMIS) for all contracted messhalls at no cost to the Contractor. Repair of MCFMIS hardware and software, to include upgrades, will be the responsibility of the Government unless a matter of Contractor neglect or negligence is an issue.

**C3.7.11 Safes.** Safes will be provided by the Government to deposit moneys and Cash Meal Payment Sheets from the sale of meals. Combination and repair of safes will be the responsibility of the Contractor.

C3.7.12 Rubber Stamps. The Government will provide rubber stamps to be used for identification of box/bagged meals.

**C3.7.13 Employee Lockers.** Some Government messhalls may contain lockers for use by contractor personnel. Where available, the lockers are first come first serve basis and may be used by Government personnel in M&MA and/or Brig messhalls.

C3.7.14 Office and Storage Spaces for M&MA Messhalls. Some Government messhalls under the M&MA service portions of this contract have office and storage spaces that will be made available to Contractor. Since Government messhall designs vary the Contractor shall be accommodated on an individual messhall basis.

## **SECTION C4**

#### CONTRACTOR-FURNISHED SUPPLIES AND SERVICES

C4 <u>GENERAL INFORMATION.</u> The Contractor shall provide all items, management, personnel and services necessary to meet the requirements of this contract, with the exception of items or services specifically stated to be Government-furnished as outlined in Section C3 of this contract.

C4.1 <u>SUBSISTENCE SUPPLIES.</u> The Contractor is required to have all subsistence supplies on-hand, at each messhall under this contract, at all times in support of the regional Master Menu and as prescribed in the Armed Forces Recipe Service.

**C4.1.1 Mandatory Use of Government-Furnished Subsistence Sources.** The Contractor is required to use the Marine Corps' current sources of subsistence supplies through the Defense Logistics Agency (DLA) by the Defense Supply Center (DSCP), Philadelphia, PA and the Subsistence Prime Vendor Program for bulk and prepackaged subsistence items, and the Defense Subsistence Offices (DSO) for fresh fruits and vegetables. The following provisions apply.

**C4.1.1.1** <u>Bulk Subsistence (perishable and semiperishable).</u> The current Subsistence Prime Vendor Program is managed and administered for DLA by DSCP. This Program, centrally managed by DSCP, is conducted through regional contracts with commercial food distribution companies to serve specific geographical regions. Marine Corps Bases/Stations currently place "skip-day" subsistence orders through the DSCP Subsistence Ordering and Receipt Electronic System (STORES) and subsistence supplies are delivered directly to each messhall typically each Monday, Wednesday and Friday. The Contractor is required to maintain the present ordering cycle.

**C4.1.1.2** Fresh Fruits and Vegetables (FF&V). In addition to the mandatory use of the DSCP Subsistence Prime Vendor Program, fresh fruits and vegetables (FF&V) must also be procured through the mandatory source of the Defense Subsistence Offices (DSO). These items are also ordered through DSCP's STORES program and are delivered directly to each messhall location by a vendor independent of the subsistence prime vendor program for bulk subsistence.

**C4.1.1.3** <u>Locally Procured Market-Ready Items.</u> Market-ready items such as bread, dairy products, carbonated and non-carbonated beverages, novelty ice cream products, etc. are ordered through the STORES program and are typically delivered, by vendors other than DSCP or DSO vendors.

**C4.1.2** Approved Subsistence Sources. In accordance with Naval food safety regulations the Contractor is required to ensure that all locally procured market-ready subsistence delivered to Marine Corps messhalls and supporting facilities originate from approved facilities. The following listing contains documents outlining approved facilities:

a. U.S. Army Publication Directory of Sanitarily Approved Food Establishments, or

b. one of the following establishments exempted from the listing:

(1) Establishments listed in the USDA publication, Meat and Poultry Inspection Directory,

(2) Establishments listed in the USDA publication, List of Plants Operating Under USDA Poultry and Egg-grading and Egg Products Inspection Programs

(3) Establishments having a pasteurized milk compliance rating of 90 percent or higher, certified by a State Milk Sanitation Officer, and listed in the *Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers List* (IMSL). The IMSL is published quarterly by the U. S. Department of Heath and Human Services; Public Health Service; FDA, Center for Food Applied Nutrition, Office of Compliance, Division of Cooperative Programs, Milk Safety Branch.

(4) Establishments listed in the Dairy Plants Surveyed and Approved for USDA Grading Service.

(5) Fish establishments listed in Parts I, II, and III of the United States Department of Commerce (USDC) Approved List of Fish Establishments and Products published by the U. S. Department of Commerce, National Oceanic and Atmospheric Administration and the National Fisheries Service.

(6) Shellfish establishments listed in the *Interstate Certified Shellfish Shippers List* published monthly by the U. S. Department of Health and Human Services, Food and Drug Administration, Washington, DC.

**C4.1.3** Subsistence Quality. This contract is designed to improve many aspects of the Marine Corps' food service program and dramatically reduce its operating costs. While cost savings are important, the Marine Corps is NOT willing to compromise the quality of subsistence enjoyed by our patrons. To the contrary, the Marine Corps expects the economies of scale and efficiencies derived from "advanced food technologies" to IMPROVE meal quality throughout each Region, under this acquisition.

**C4.1.3.1** Marine Corps Food Service has employed commercial restaurant "Best Business Practices" in its messhalls for a number of years. These practices include using brand name condiments on the dining tables and less expensive bulk packaged generic products in the food production areas as ingredients. Likewise, using U. S. Fancy fresh fruits and vegetables for direct consumption, while using U. S. No. 1 for ingredient processing. Meat quality and its related costs have been managed in a similar fashion, using Select or better grades for plate service and Select for ingredient processing. Higher production yields, associated with the use of advanced food production technology, should facilitate lower food costs without resorting to lower quality standards.

**C4.1.3.2** Under no circumstances will the Marine Corps accept a lowering of subsistence quality to achieve cost efficiencies. Accordingly, Offerors will describe their intended subsistence quality characteristics in their proposals under their Subsistence Sourcing Plans as prescribed in paragraph C1.5.1.1.1.

**C4.1.4** Subsistence Quality Control. The Government will monitor the Contractors subsistence purchases and sources to ensure compliance with specifications listed herein. This subsistence quality control will be conducted by U. S. Army Veterinary Corps at the same level of service currently being performed.

**C4.1.5** Subsistence Warehousing and Storage. Marine Corps Bases/Stations do not currently warehouse subsistence of any kind. The Government does not intend to warehouse subsistence or offer warehousing space to the Contractor for the purpose of storing subsistence. Storing of subsistence items in the messhalls will be in accordance with NAVMED P5010, Chapter 1, Food Safety and standard commercial practices.

## C4.2 FOOD PREPARATION AND SERVING EQUIPMENT (FPSE) MAINTENANCE AND REPAIR

(M&R). Following the transition period described below, the Contractor shall provide all management, supervision, labor, tools, equipment, parts and transportation to perform all maintenance and repair tasks of Government food preparation and serving equipment in all messhalls. Government-furnished Food Preparation and Serving Equipment (FPSE) requiring maintenance and repair is listed in Technical Exhibit 3 for each messhall under this contract. This requirement includes any additional or replacement equipment the Government provides the Contractor for installation and use.

**C4.2.1 FPSE M&R Transition Plan.** To ensure a smooth transition of all FPSE under this contract to the Contractor in the future the following FPSE M&R Transition Plan is provided as follows:

**C4.2.1.1** The Government will maintain control of FPSE M&R for at least a twelve calendar month period to commence on the contract start date. During this transitionary period the Contractor shall observe, inventory and further review the FPSE to determine the quantity and condition of the FPSE in all Government messhalls. Site visits to all messhalls during this transition period and visual inspection of equipment is strongly encouraged.

C4.2.1.2 At the end of the one-year FPSE M&R transitionary period the Contractor shall:

a. Identify FPSE equipment warranties, excesses, shortfalls etc.,

b. Develop a plan of action for FPSE excess turn-in

c. Submit an equipment maintenance plan specifying when preventive maintenance is to be accomplished and how all maintenance and repairs are documented.

d. Obtain any excess FPSE spare parts, lubricants, special tools, etc., from the Government which the Government can no longer use

e. Obtain all required licenses/certifications and/or servicing agreements that may be required by equipment manufacturers at the Contractor's cost

f. Submit documentation of the qualifications of personnel

g. Review Government-held operating and parts manuals for FPSE equipment currently on-hand.

**C4.2.1 FPSE M&R General Information.** The Government makes no representation or guarantee as to the condition of equipment following the transition period described above and no adjustments will be made in contract price relative to equipment condition following assumption of the FPSE after the transition period. The Government will <u>not</u> provide workshop spaces for the FPSE M&R services under this contract. Additionally, the Contractor will absorb the cost of repairs and services provided by a third party due to the Contractor not possessing the resident technical expertise to repair and maintain FPSE.

C4.2.2 FPSE Maintenance and Repair Program Management. Beginning the second year of the contract, the Contractor shall manage the total work effort associated with the maintenance, repair and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work is in accordance with sound and efficient management practices.

# C4.2.3 Frequency of Service Definitions. The following definitions apply to the FPSE maintenance and repair

service tasks:

a. Annual (A). Services performed once during each 12 month period of the contract.

b. Semiannual (S). Services performed at intervals of approximately 180 calendar days during each 12 month period of the contract.

c. Quarterly (Q). Services performed four times during each 12 month period of the contract at intervals of 80 to 100 calendar days,

d. Monthly (M). Services performed 1 time during each 12 month period of the contract at intervals of 28 to 31 calendar days.

e. Bi-weekly (BW). Services performed 26 times during each 12 month period of the contract at intervals of 13 to 15 calendar days.

f. Weekly (W). Services performed 1 time during the week and 52 times during each 12 month period of the contract at intervals of six to eight calendar days.

**C4.2.4 Preventive Maintenance and Inspection Service.** The Contractor shall perform Preventive Maintenance Inspections and Services (PMIS) under this contract on the equipment and systems listed in the Technical Exhibit 3 in accordance with the procedures specified in this clause. Work shall consist primarily of inspection, cleaning, lubrication, adjustment, testing, calibration, and minor part and component replacement as required to minimize malfunction, breakdown and deterioration of equipment; and the identification and performance of any repair required to bring the equipment up to the manufacturers operating standards.

C4.2.4.1 The Contractor shall provide all necessary services, parts and materials, and complete all repair requirements identified during the performance of a PMIS as part of the PMIS. However, if the total direct cost of materials required to complete identified repairs exceeds \$250.00, the Contractor shall provide an estimate of such additional labor and material costs for approval by the Contracting Officer or local Base/Station Food Service Officer.

C4.2.4.2 These limits apply to each PMIS for each equipment system. Excessive or repeated system breakdowns or deficiencies may be considered by the Government as an indication of unsatisfactory performance of PMIS by the Contractor. PMIS shall be performed at least as frequently and shall, at a minimum, include all of the check points and services a specified by the manufacturer handbooks that will be located in each messhall or maintained by local Base/Station Food Service Offices.

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C4.2.4.3 The Contractor may, at its option and at no additional cost to the Government, increase the level and/or frequency of PM in an effort to minimize repair requirements. The Government shall provide the Contractor access FPSE manufacturers manuals and pamphlets.

C4.2.4.4 Annual PMIS Plan/Schedule. The Contractor shall submit a detailed annual PM Plan/Schedule to the local Base/Station Food Service Officer for approval within sixty (60) calendar days before the beginning of the second year of this contract. The schedule shall cover the entire 12 month period and shall include, for each specific equipment system listed in Technical Exhibit 3, and each PM inspection listed in the attachment, the location (messhall number); the checks and services to be performed; and the week of the month that PMs will be performed. The schedule shall be in a format such that the completion of each PM inspection may be indicated on the schedule. The plan shall include the procedure, schedule, qualifications of personnel, Material Safety Data Sheet (MSDS) for all hazardous materials, quality control and any other pertinent information for the work requirements. Once the Contractors PMIS plan/schedule is approved by the local Base/Station Food Service Officer, PMIS shall be performed by the Contractor without further authorization by the Contracting Officer. The Contractor shall strictly adhere to the scheduled PMIS dates to facilitate Government verification of work. If the Contractor finds it necessary to reschedule PM, a written request shall be made to the local Base/Station Food Service Officer detailing the reasons for the proposed change at least five working days prior to the originally scheduled PM date. No scheduled PM dates shall be changed without the prior written approval of the local Base/Station Food Service Officer.

**C4.2.4.5** Quarterly PMIS Summary. The Contractor shall submit three copies of the previous quarters portion of the PM schedule to the local Base/Station Food Service Officer, one of which will be forwarded to each building manager, within five days of the end of each quarter indicating the scheduled PMIS completed during the quarter, and those scheduled inspections not completed. If inspections were performed which were deferred from the previous quarter, they shall be noted on an attachment to the submittal. Also attached shall be a list of equipment deficiencies noted during the PM inspections which are beyond the scope of work of preventive maintenance. The Contractor shall complete and maintain a PREVENTIVE MAINTENANCE INSPECTION FORM for each preventive maintenance action listed. In addition to submission of the PMIS form with the Monthly PM Summary, a copy of the completed forms shall be maintained by the Contractor in the equipment system history file throughout the term of the contract. The Contractor may develop their own system history file throughout the term of the contract.

**C4.2.5** Required Maintenance. Perform required (minor and major) maintenance in accordance with manufacturers operating and instruction manuals instructions listed on equipment on all equipment under this contract as further described below. The contractor shall schedule and perform required equipment maintenance between meal periods to minimize customer impact. The contractor shall provide all materials and supplies necessary to perform required maintenance.

**C4.2.5.1 Minor Maintenance.** Minor maintenance includes cleaning, adjusting, and lubricating equipment as well as, tightening nuts, bolts, and screws and other operator maintenance generally recommended by equipment manufacturers. This also includes calibration of scales, ovens, grills, and deep fat fryers.

**C4.2.5.2 Major Maintenance and Repair.** Provide major maintenance on food service and preparation equipment of all Government-furnished equipment (listed in Technical Exhibits 2 and 3) and replacement of component parts, hood filters, and water faucets.

C4.2.6 Refrigeration Repairs. The Contractor shall maintain and repair all walk-in and reach-in type refrigerator units in all messhall as outlined below

## C4.2.6.1 Walk-in Refrigeration Units.

**C4.2.6.1.1** Interior (inside) Walk-In Refrigeration Units. Interior walk-in refrigeration units are considered Class 2 property by the Government and are considered part of the facility. Therefore, the Contractor shall only maintain and repair walk-in unit handles, door closures (hydraulic or otherwise), hasps, and hinges. The remaining portion of these units will be maintained by the Government.

**C4.2.6.1.2** Exterior (outside) Walk-In Refrigeration Units. The Contractor shall maintain and repair the entire box to include compressors. The Contractor shall abide by EPA Ozone Depleting Substance (ODS) regulations when serving these units.

**C4.2.6.2** <u>Reach-In Refrigeration, Freezers and Holding Cabinets.</u> The Contractor shall maintain and repair all reach-in type refrigeration units in all contracted messhalls. These units could include salad room and galley reachins, fast food/carry-out reach-ins, chest-type ice cream cabinets, etc. Refer to Technical Exhibit 3 of this contract for exact quantities to be maintained. This repair may require servicing of compressors and other components containing Ozone Depleting Substance (ODS). The Contractor shall abide by EPA regulations when serving these units.

**C4.2.7** Utility Lines. Connect and disconnect all utility lines to the FPSE equipment at the source point when required and shall provide maintenance for the utility line connection, when applicable. The contractor shall not perform maintenance on the facility itself but refer any problems to the local Base/Station Food Service Officer.

**C4.2.8** Warranted Items. Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer and/or the local Base/Station Food Service Officer. All defects in marginal workmanship, defective parts, or improper installations and adjustments found by the Contractor shall be reported to the Contracting Officer and local Base/Station Food Service Officer so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

**C4.2.9** Notice of Equipment Shutdowns. Prior approval shall be obtained from the local Base/Station Food Service Officer, except in emergencies, for work requiring shutdown of any equipment for more than thirty minutes or for critical production, preparation, and/or serving equipment. All such requests must be submitted at least 72 hours in advance. In cases where shutdown is necessary, the Contractor shall coordinate the shutdown with the local Base/Station Food Service Officer or other designated representative in the affected messhall.

C4.2.10 General Requirements and Procedures for Indefinite Quantity Work. The following paragraphs describe the work required for maintainence and repair service calls.

C4.2.10.1 <u>Service Calls.</u> Service calls are defined as maintenance and/or repair work requirements which are identified by building occupants (Contractor or Government personnel) and/or the local Base/Station Food Service Officers. The limitations of this paragraph do not apply to repairs required to correct damage caused by the Contractor.

**C4.2.10.1.1** The Contractor shall perform service call work as necessary to determine the cause of system and equipment malfunctions, eliminate the cause (s), and restore the system or equipment to satisfactory working condition.

**C4.2.10.1.2** Service calls shall consist of up to one (1) hour of labor and parts, up to a direct cost (i.e. no overhead included) of \$250.00. Should it be determined during the basic service call or PM that it will take more than (1) one hour which could directly impact meal serving or meal production and/or require parts in excess of \$250.00 to properly effect a repair, then work will stop and a detailed estimate of all parts and time to complete the repair will be provided to the Government.

**C4.2.10.1.3** The Government will then decide at its discretion, to order the complete repair at the contractor's estimated price. Multiple maintenance and repair requirements received for a single equipment system in the same building or structure will be combined into one service call. For example, "repair two door reach in cabinet" and "repair four door reach in cabinet", in the same building would be one service call, with two separate line items. Excessive or repeated systems and equipment malfunctioning will be considered by the Government to be unsatisfactory performance of service work by the Contractor.

C4.2.10.2 <u>After regular working hours or Emergencies</u>. The Government will screen service call work requirements after regular working hours and during emergencies, to determine the response time needed on a service call. The Government will perform the initial response to service calls after regular working hours or during emergencies if necessary to contain further damage or secure equipment.

C4.2.10.3 Where repairs in excess of the basic service are approved, the additional services to effect the repairs shall be paid for on the basis of the contractors labor rate and any discount or premium off the manufacturers standard parts price list. Additionally, labor shall be recorded and billed in increments of not greater than 1/4 hour. Should the Contractor maintain a more exact labor accounting system in its commercial business, such a system may be used under this contract provided that the accounting method is uniform and used for all work under this contract.

C4.2.10.4 A Contractors billing for work in excess of the basic service call shall not exceed its estimate by more than 10% without receiving additional authorization. Failure to obtain such authorization shall limit compensation to no more than 10% in addition to the original estimate.

**C4.2.10.5** <u>Receiving Service Calls.</u> The Contractor shall have adequate procedures for receiving and responding to service calls during regular working hours. A single local or toll free telephone number shall be provided by the Contractor for receipt of service calls. All telephone calls shall be answered by an individual fully familiar with the Contractors work control procedures and the conditions of this contract. Service calls shall be considered "received" by the Contractor at the time and date the telephone call is placed by the requester (either Contractor or Government personnel).

C4.2.10.6 Service Call Response Times. The contract messhall manager or alternate representative will determine the classification and response time required for service call repairs as described below. The Contractor shall initiate and complete repairs within the response time period. Response time is defined as the time allowed the Contractor after initial notification of a service call, to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the work required. If repairs are not completed within the designated time frame, the Contractor shall submit a written explanation to the Contracting Officers Representative (COR) and/or the local Base/Station Food Service Officer stating the reasons why the equipment has not been repaired and also state the estimated date when repairs will be completed. Service call response times are designated as follows;

Type of Service Call	Initiate Action Within	Repair Within
Routine	24 hours	4 days
Urgent	12 hours	2 days
Emergency	1 hour	1 day

**C4.2.11** Equipment Replacement. If the Contractor and the Government points of contact determine that the equipment is beyond economic repair, the Government will effect a replacement plan. The Contractor shall return unused equipment to a Government designated location as prescribed in Section C3 paragraph C3.3.6, herein.

**C4.2.12** Furnish all replacement parts. The Contractor shall furnish all food preparation and serving equipment replacement parts. The Government will reimburse the Contractor, at actual invoice cost for all parts used plus any related special handling costs not to exceed \$250.00. Situation requiring expenditure of over \$250.00 requires approval by the Contracting Officer or the local Base/Station Food Service Officer (COR). Parts purchased for repairs and maintenance shall be of equal or greater quality to the parts replaced. The Contractor shall credit any parts discounts and rebates to the Government. Used parts, or a credit invoice for it, shall be submitted to the local Base/Station Food Service Officer within 5 business days following the repair.

C4.2.13 Quality, Price and Payment. The Contractor shall furnish a written cost estimate to the Contracting Officer, coordinated with the local Base/Station Food Officer on any equipment repair cost exceeding

\$500. This is a total of labor, material and repair parts. Upon approval of the estimate by the Government, the Contractor shall ensure the repair is completed satisfactorily. The Contractor shall then be reimbursed by the Government, at actual invoice cost to the Contractor, for all parts and labor used plus any related special handling costs.

C4.2.14 Replacement, Modernization, and/or Renovation. During the term of the contract, the Government may replace, renovate, or improve equipment, systems, and components at the governments expense and by means not associated with this contract. All replaced, improved, updated, modernized or renovated equipment, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. This excludes equipment that is added into the contract in accordance with new equipment line items in all the option years. In these line items a list of new equipment that requires service will be provided to the Contractor 90 days in advance of the execution of the option period and a price for the adding of this equipment will be negotiated by the Government and the Contractor.

## C4.3 MISCELLANEOUS EQUIPMENT ISSUES.

**C4.3.1** Installed Equipment. The Contractor may, with written permission of the Contracting Officer or the local Base Station Food Service Officer, install Contractor equipment, fixtures and furnishings in Government facilities. These items shall be marked to identify Contractor ownership. These items shall be readily removable if necessary. The installation, maintenance and removal costs, to include the cost to return the facility to its original condition, if necessary, shall be borne solely by the Contractor. The Government reserves the right to review drawings, plans, installations and/or modifications.

**C4.3.2** Equipment Budgeting Assistance. From time to time the Government will request input from the Contractor and/or contract Mess Managers relative to food serving and preparation equipment for budgeting purposes. This is primarily an administrative function necessary to ensure that all messhalls have the proper amount and type of equipment on-hand to conduct efficient food service operations. The input requested by the Government may require verbal or hand written lists and input. Generally, the minimum is once per calendar year and a maximum of four (4) times per year.

C4.3.3 Ladders. The Contractor shall provide all ladders necessary to perform services under this contract.

**C4.3.4 Bimetallic Stemmed Thermometers.** The Contractor shall furnish bimetallic thermometers for appropriate contractor employees (as determined by the Contractor) in all contract messhalls while performing services under this contract. Thermometers shall be accurate within +/- 3 degrees Fahrenheit. The Contractor is responsible for training employees in the proper use and calibration of the thermometers. The Contractor will use this type of thermometer at a minimum.

**C4.3.5** Grounds Maintenance Equipment. The Contractor shall provide all necessary equipment for grounds maintenance as described in paragraph C3.5.14 of this contract. This includes equipment required for cutting grass, debris removal, pine cone and pine needle removal, and equipment required for cleanup services as a result of natural disasters such as hurricanes, etc. This includes but is not limited to shovels, brooms, dust pans, trash bags, rakes, trimmers, snow shovels, ice chippers, rock salt and/or sand, etc.

**C4.3.6** Vehicles. The Contractor shall supply all vehicles and operators as deemed necessary by the contractor. All vehicles used in the performance of this contract shall be clearly marked with the Contractor's name. Contractor vehicles will be subject to state and local Base/Station installation regulations.

## C4.4 OTHER SUPPLIES AND SERVICES.

**C4.4.1 Commercial Telephone Service.** The Contractor may request off-base commercial telephone service by contacting the local Base/Station Telephone Officer. Off-base commercial service will be installed and maintained at the Contractor's expense. Class "C" (on-base use only) telephone lines will be provided by the Government.

**C4.4.2 Office Equipment.** The Contractor shall furnish all calculators, typewriters, copiers, fax machines and computers required to perform contract services.

**C4.4.3 Uniforms, Name Tags and Special-Type Clothing.** The Contractor shall provide employee uniforms and name tags and special-type clothing as described in paragraphs C1.11.16 and C1.11.18, herein.

**C4.4.4** Office Supplies. The Contractor shall provide all necessary office and administrative supplies, such as pens, pencils, staplers, computer/printer paper, printer cartridges, etc. for all contract messhalls with the exception of Government forms.

**C4.4.5 Reproduction Service.** The Contractor is responsible for all reproduction requirements necessary for the performance of this contract.

**C4.4.6 Hand Tools and Lubricants.** The Contractor shall furnish all hand tools (e.g. hammers, pliers, wrenches, screw drivers and plumber's helpers) required for performance of self-help and FPSE maintenance and repair. This also includes grease and oil required for equipment preventive maintenance.

**C4.4.7 Furniture Repair.** The Contractor shall perform minor repair of furniture items (tables, chairs and partitions) including tightening of nuts, bolts, arms and legs of chairs, and leveling of tables and chairs. Furniture items requiring replacement shall be coordinated with the local Base/Station Food Service Officer as with FPSE replacement.

**C4.5 RESPONSIBILITY.** The Contractor is totally responsible for proper security of Contractor supplies and belongings. The Government will not be responsible in any way for the Contractor's supplies, materials, personal equipment or belongings brought into Government buildings or on Government installation to perform repairs or services. This includes, but is not limited to loss and damages by fire, theft, hurricane, accident or other disaster.

#### **SECTION C5**

## GENERAL SERVICE TASKS APPLICABLE TO ALL MESSHALLS UNDER THIS CONTRACT

**C5.1** <u>GENERAL INFORMATION.</u> This section contains all general service task requirements that apply to each of the following contract sections:

## Section C5A - Full Food Service (FFS) Tasks Section C5B - Management and Mess Attendant (M&MA) Services Section C5C - Brig Messhall Management and Food Preparation (M&FP) Services

**C5.1.1** The Contractor shall be responsible for the performance of all service tasks in this section <u>in addition to</u> all service tasks contained in all Section C5A, C5B, and C5C. The Contractor shall provide sufficient personnel to perform all required tasks in project and messhall management, subsistence procurement, meal preparation, serving, personnel management and supervisory tasks, food preparation and service equipment maintenance and repair, and all associated mess attendant custodial tasks.

**C5.1.2 Special Note to Offerors:** In an effort to streamline this Statement of Work (SOW) we have attempted to consolidate like requirements in this section. To that end, Offerors are encouraged to be especially vigilant and proceed with care when reviewing and analyzing service tasks in this section especially as they relate to Brig M&FP messhall services. Requirements in this section may only partially apply or may not apply at all with regard to Brig M&FP messhalls. Service task variations for Brig M&FP messhall services will be specifically identified in this section by *the gray shaded* text frame as shown here.

#### Brig M&FP messhall.

If the above text frame is not present in a paragraph/specification herein, it means that service <u>is</u> applicable to all messhalls under this contract. For further assistance in applicable service tasks *refer to the Services Matrix* contained at the end of this section (paragraph C5.20).

**C5.2** <u>MESSHALL MANAGEMENT.</u> The Contractor shall provide messhall management services for all messhalls under the provisions of this contract. Each messhall shall be staffed with a messhall manager, MCFMIS clerk, storeroom and salad room personnel. Messhall managerial functions include planning, organizing, directing and coordinating all various aspects of a large institutional food service operation.

#### C5.3 MENU PLANNING.

**C5.3.1 MASTER MENU.** The regional Master Menu shall be used by the Contractor for all meals and meal components prepared and served. This mandatory menu includes all main entree, fast food (eat-in and take out), salads, desserts, specialty bars, box lunches, field (vat canned) meals and all special meals. The regional Master Menu will be reviewed jointly by the Government and Contractor every six months and revised annually as required. Master menu review meetings normally average four hours in duration and will be announced by the local Base/Station Food Service Officer.

**C5.3.2** Master Menu Changes. Changes to the regional Master Menu (deletions or deviations from the prescribed menu items) must be requested in writing and approved in advanced by the local Base/Station Food Service Officer. Messhall Managers are authorized menu additions to further compliment customer service.

**C5.3.3 Master Menu Planning Board.** The Contract Project Manager and Mess Manager (s), shall attend the menu planning board meeting annually or as announced by the regional Food Service Office at Camp Lejeune, NC. Average length of this meeting is eight (8) hours (two 4-hour sessions). The Government will provide the Contractor all applicable board minutes of the meeting and an advance copy of the proposed Master Menu to be reviewed.

**C5.3.4** Master Menu Pre-Menu Planning Board Review. In addition to attending the regional Master Menu Planning Board meeting, the Contractor is required to review the proposed regional Master Menu prior to the menu planning board meeting.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

C5.3.5 Menu Posting. The Contractor shall post menus on menu display boards or other conspicuous location designated in the messhall prior to and during meal periods.

#### 1. Prior to Meal.

a. State when next day's menus will be posted on the menu board.

b. State when menus for breakfast, lunch and dinner main serving line and short order lines, including authorized changes along with the regular menus will be posted.

c. Each menu displayed shall indicate the caloric value of each meal/menu component. Leftover menu add-ons shall be posted as space will allow.

#### 2. During the Meal.

a. State when menu changes will be posted during the meal period after changes occur.

b. State how you will maintain accuracy throughout the entire meal period.

C5.4 **PROCURING, REOUISITIONING AND ACCOUNTING FOR SUBSISTENCE.** The Contractor is required to procure, requisition and account for subsistence supplies from all sources used in Government messhalls in accordance provisions as outlined in Section C4, paragraph C4.1. of this contract. As a reminder, the Contractor is required to use the Marine Corps' current sources of subsistence supplies through the Defense Logistics Agency (DLA) by the Defense Supply Center (DSCP), Philadelphia, PA and the Subsistence Prime Vendor Program for bulk and prepackaged subsistence items, and the Defense Subsistence Offices (DSO) for fresh fruits and vegetables. Additionally, the Contractor is required to incorporate into garrison messhalls, all Government forced issues, mandatory issues, and substitutions should the need arise to consume Government operational rations (field rations). The local Base/Station Food Service Officer will coordinate guidance and distribution.

C5.5 <u>STORAGE OF SUBSISTENCE</u>. The Contractor is required to store all subsistence items in appropriate areas consistent with general food service industry practices and as outlined in this contract. This shall include storage of perishable and semi-perishable subsistence items.

#### 1. Subsistence Inventories.

a. Existing Government subsistence to transition to Contractor at contract start date. The Government will turn over all Government subsistence inventories to the Contractor upon the Contractor's assumption of each messhall operation as describe in the Contractor's Phase-In Plan. Only the transfer of the Government's physical inventory will take place with no transfer of Government funds taking place. The Contractor shall accept the entire inventory regardless of condition.

b. Existing Contractor-furnished subsistence inventory upon contract termination.

(1) Should this contract terminate before the contract end date the existing on-hand subsistence inventories located on-site in Government messhall must be transferred/capitalized by the Government and/or the new Contractor immediately upon termination of the incumbent Contractor. Following a complete and accurate physical inventory at all Government/Contractor locations Government-to-Contractor negotiations shall be conducted with the Contractor Officer and Contractor representation to determine fair market value of the existing subsistence inventory. Following cost reimburse to the departing Contractor the entire subsistence inventory will then become sole property of the Government. Movement of subsistence supplies following the physical inventorying at each location is not authorized by the Contractor until properly released by the Government.

(2) Another possibility in the transfer of existing subsistence assets is that Contractor-to-Contractor inventories/negotiations take place without Government involvement to determine fair market value of the existing subsistence inventory for use by the new Contractor. Under this scenario, no transfer of Government funds will occur.

(3) During the transistionary periods listed above subsistence inventory levels in Government messhalls may not be reduced to a level that would jeopardize the successful feeding of Government patrons.

c. <u>Existing Contractor-furnished subsistencê inventory upon contract end date</u>. At the contract end date the options listed above in the previous paragraph may also apply unless otherwise specified by the Government.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the subsistence storage and inventory services as described below:

1. Contract Start-Date Beginning Subsistence Inventory. State time frame (prior to start of the contract) for conducting a joint (Government-to-Contractor) physical inventory of all subsistence supplies at each messhall location under this contract. The inventory will be certified jointly by the Contractor and the local Base/Station Food Service Officer. The total dollar value of the inventory shall be recorded and sold to the Contractor using the existing Government pricing index.

#### 2. Ending Inventory.

contract.

a. Conduct a joint inventory (Government and Contractor) upon termination, or completion of the

b. Contractor is responsible for the remaining monetary value of the overdrawn status, in the event the inventory value is insufficient to offset the overdrawn amount. (The Government will apply the dollar value of the inventory to any overdrawn status of the messhall account).

c. Contractor is responsible for items that cannot be accounted for through proper physical inventory and/or documentation.

2. Subsistence Unfit for Human Consumption. The Contractor is required to view all subsistence prior to consumption by messhall patrons for wholesomeness and quality regardless of source of supply.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

a. Subsistence procured through DSCP.

(1) Segregate subsistence that is found to be damaged or considered unsafe for consumption; e.g., bulged cans, questionable meat products, etc.,.

(2) Notify the local Base/Station Food Service Officer (state time frame in hours) or designated representative and request an on-site inspection for subsistence items which are damaged or deteriorated due to mishandling, aging, insect or rodent infestation, etc.

(3) Disposition of food.

(4) Assume responsibility for spoilage of subsistence due to improper handling or storage by Contractor personnel.

b. <u>Contractor-furnished subsistence through commercial sources.</u> Under this scenario the Contractor shall be responsible for resolving subsistence quality issues from commercial sources.

4. Unscheduled and Scheduled Utility Outages. The Contractor is responsible for conforming with scheduled Government utility outages and reacting to unscheduled utility outages as they occur.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

a. Notify the local Base/Station Food Service Officer, Mess Officer, or the Officer of The Day (state time frame in hours) of unscheduled power, gas, and/or steam outages, equipment failures, or similar events that may impair your ability to perform service tasks in accordance with this contract.

b. Notify the local Base/Station Food Service Officer (state time frame in days) in writing of situations that may require follow-up written notification.

c. Perform services under Government-scheduled electric, gas, steam or water outages which could impair or limit your ability to perform in accordance with this contract.

d. Assist the Government in situations that may be necessary to augment messhalls support services such as portable lighting systems, water trailers, etc., in order to maintain continuous service.

C5.6 <u>REFRIGERATED SUBSISTENCE STORAGE TEMPERATURE CHECKS</u>. The Contractor shall ensure that subsistence storage area temperatures are maintained in acceptable ranges at all times.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

#### 1. Temperature Checks Under Normal Operating Hours.

a. Maintain a reefer temperature chart (annotate actual reefer temperature for each time period) for each chilled/frozen reefer storage area (walk-in and reach-in).

b. Ensure that temperature will be noted (state time frame) before of after each time period.

c. Maintain a location where charts will be predominately and neatly displayed near or on the front door of each refrigerated storage area.

d. Maintain files of completed charts at each messhall and state time period (in days) that charts will be retained following the last entry for the previous calendar month.

#### 2. Temperature Checks During Extended Closures.

a. Ensure that all refrigerated subsistence storage areas have the temperatures read and recorded on the reefer temperature chart a minimum of once a day for each day when a messhall is closed (non-operational) for a period exceeding 24 hours.

b. Assume responsibility for loss of subsistence due to your failure to properly review temperatures.

c. Report improper temperatures due to equipment failure (state time frame) to the local Base/Station Maintenance.

**C5.7** <u>FOOD PROTECTION AND HANDLING</u>. The safety and well being of messhall patrons is paramount and can only be obtained through the safe handing and protection of raw food products and prepared meals. The Contractor shall ensure all Contractor personnel practice safe food protection and handling procedures.

\*Technical Proposal Requirement (s): Describe in detail how you propose to staff and perform services for each of the following items:

1. Wrapped Food. Wrapped food items shall not be stored in direct contract with ice. Describe procedures to ensure wrapped items are not stored in direct contact with ice or melted ice (water).

2. Washing Fruits and Vegetables. Raw fruits and vegetables shall be thoroughly washed before being cooked and protected against contamination. Single use gloves need not be worn. Salad bar items shall be washed, chopped/diced on a clean sanitized surfaced protected from contamination and held 40 degrees F or below until offered.

**3. Limitation on Use of Ice.** Ice used for cooling stored food or food containers shall not be used for human consumption. Ice shall not be used in cleaning grills, tilt braziers, etc. Describe procedures to prevent Contractor personnel use of ice for equipment cooling and cleaning purposes.

4. Tempering of Frozen Food. State procedures and time frame (in hours) to ensure raw meal products and other frozen items are properly tempered before use/production.

#### 5. Refrigeration of Potentially Hazardous Food.

a. State minimum chill temperature in degrees fahrenheit.

b. State time frame (in minutes) that you will begin to prepare items prior to serving time.

c. State maximum time (in hours) you will maintain such food, excluding sandwiches.

6. Holding Potentially Hazardous Food. Steam tables, warmers, or other hot food holding equipment, not designed for rapid heating shall not be used to reheat food.

7. Disposal of Potentially Hazardous Food. State time frame (in hours) that potentially hazardous food which has been maintained at unsafe temperatures during preparation and serving, shall be considered unsafe and discarded as waste.

8. Temperature of Chilled Food for Serving. State minimum chill temperature in degrees fahrenheit prior to being placed on serving lines.

9. Food Protection from Customer Contamination. State procedures for protecting food on serving lines, specialty bars, etc. from customer contamination.

10. Centralized Production Facility Produced Items. Should a Central Production Facility (CPF) be used in total or in part in support of this contract describe procedures to be used to ensure the safety of food produced in accordance with USDA and HACCP guidelines.

## C5.8 MAIN ENTREE AND FAST FOOD/CARRY-OUT SERVING LINE SERVICES.

#### This paragraph/requirement does not apply to Brig M& FP messhalls

**C5.8.1 MAIN ENTREE SERVING LINES.** The Contractor shall be responsible for providing main entree serving line services including serving line setup, meal serving, replenishment, tear down and cleanup. Patron flow will be a minimum of eight (8) patrons per minute and will commence when the patron is positioned in front of the first serving well/menu item on the main entree serving line. Breakdown of serving lines will not occur earlier than fifteen (15) minutes after the end of the meal period. Cleanup of the serving lines include glass, plexiglass guards/covers; removal of scale, rust, grease, streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc. :

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

#### 1. Preparation and Set-Up.

a. State the time (in minutes) that serving lines will be prepared and set up before start of meal period.
 b. State method you will use to prepare and set up (assemble, transport serving utensils, plates, bowls, etc.), obtain all menu items and supplies, prepare and place garnish and arrange food on serving lines, etc.

#### 2. Food Serving.

a. Greet patrons.

b. Comply with serving guidelines, menu compliments, etc.

c. Staff and perform service to slice meats i.e., prime rib, standing rib roast, ham, etc., if required for special occasions or holidays.

d. Serving prescribed food portion sizes.

e. Use serving utensils when serving food and how they will be stored between each serving use.

f. Serve seconds to patrons upon their request.

3. Patron Flow. State how you will staff and maintain a minimum of eight (8) patrons per minute on each line. when the patron is positioned in front of the first serving well/menu item on the main entree serving line.

## 4. Replenishment.

a. State (in minutes) how soon menu items, beverages and ice will be replenished before/after

depletion.

down.

b. State (in minutes) how soon tableware, utensils, dishes, glasses, bowls, trays and condiments, etc,. will be replenished before or when depleted.

## 5. Breakdown.

a. State (in minutes) how soon you will breakdown and remove food from serving lines, not earlier than fifteen (15) minutes after end of meal period.

b. State methods that will be used to breakdown serving lines.

## 6. Leftovers.

a. State (in minutes) how soon leftover food items will be taken to the galley after the line is broken

b. State (in minutes) how soon leftover counts (quantity of leftover items by portion count) will be recorded after the meal period.

c. State how you will prepare and store leftover food items.

d. State how leftover potentially hazardous foods requiring refrigeration will be handled.

e. State how foods that are not commercially packaged or unwrapped (except fresh fruits and vegetables) will be handled.

## 7. Spills.

a. State (in minutes) how soon spills will be wiped after occurrence.

b. State (in minutes) how soon debris and trash spilled on counters and floors, etc., will be cleaned after occurrence.

8. Cleaning of Serving Lines and Area. State in detail your proposed cleaning procedures as follows:

a. During Meal. State all items that will be cleaned during the meal. (State time frames).b. After Meal. State all items that will be cleaned after the meal. (State time frames).

c. **Daily.** State all items that will be cleaned daily. (State time frames).

**C5.8.2** FAST FOOD/CARRY-OUT SERVING LINES. The Contractor shall provide sufficient mess attendants to support and serve fast food/carry-out meals per the regional Master Menu and the following requirements. Patron flow will be a minimum of five (5) patrons per minute and will commence when the patron is positioned in front of the fast food/carry-out serving counter or serving line. Breakdown of serving lines will not occur earlier than fifteen (15) minutes after the end of the meal period. Cleanup of the serving lines include glass, plexiglass guards/covers; removal of scale, rust, grease, streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc. For FFS messhalls refer to Section C5A for applicable requirements .

## This paragraph/requirement does not apply to Brig M&FP messhalls

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

### 1. Preparation And Set-Up.

a. State the time (in minutes) that serving lines will be prepared and set up before start of meal period.

b. State method you will use to prepare and set up (assemble, transport, set up all serving utensils (plates, bowls, disposable paper products, etc.), obtain all menu items and supplies, place garnish and arrange food on serving lines, etc.

#### 2. Food Serving.

- a. Greet patrons.
- b. Offer patrons the choice to "eat-in" or carry-out".
- c. Serve eat-in meals on Government provided serving trays.
- d. Place carry-out meals in appropriate bags/containers.
- e. Serve prescribed food portion sizes.
- f. Comply with serving guidelines, menu compliments, etc.
- g. Use serving utensils when serving food and store properly between uses.
- h. Serve seconds to patrons upon request.

3. Patron Flow. State how you will staff and maintain a minimum of five (5) patrons per minute on each line. The patron flow rate will commence after the patron in processed through the cashier/meal verification station.

## 4. Replenishment.

a. State time frame (in minutes) how soon menu items, beverages and ice will be replenished before/after depletion.

b. State time frame (in minutes) how soon tableware, utensils, dishes, glasses, bowls, trays and condiments, etc., will be replenished before or when depleted.

c. All menu items to be available to all patrons throughout meal period.

## 5. Breakdown.

a. State (time frame in minutes) how soon you will breakdown and remove food from serving lines, not earlier than fifteen (15) minutes after the end of the meal period.

b. State methods that will be used to breakdown serving lines.

#### 6. Leftovers.

a. State time frame (in minutes) how soon leftover food items will be taken to the galley after the line is broken down.

b. State time frame (in minutes) how soon leftover counts (quantity of leftover items by portion count) will be recorded after the meal period.

c. State how you will prepare and store leftover food items.

d. State how foods that are not commercially packaged or unwrapped (except fresh fruits and vegetables) will be handled.

#### 7. Spills.

a. State time frame (in minutes) how soon spills will be wiped after occurrence.

b. State time frame (in minutes) how soon debris and trash spilled on counters and floors, etc., will be cleaned after occurrence.

8. Cleaning of Serving Lines and Area. The Contractor shall ensure serving lines and area are properly cleaned to include glass, plexiglass guards/covers; removal of scale, rust, grease, streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc.

- a. During Meal. State all items that will be cleaned during the meal. (state time frames).
- b. After Meal. State all items that will be cleaned after the meal. (state time frames).
- c. Daily. State all items that will be cleaned daily. (state time frames).

9. Seconds. Serve seconds to the patrons upon their request as follows:

a. The Mess Manager or Assistant Manager will establish the seconds policy for each meal per the Master menu. Chief cooks, cooks, and/or Contractor serving line personnel are not authorized to establish seconds policy on their own.

b. Seconds will only be provided to those patrons that return to the serving line and are in line behind other patrons. Head-of-the-line privileges are not authorized for the serving of seconds.

C5.9 <u>SUPPORT FOR MEALS PREPARED FOR CONSUMPTION AWAY FROM MESSHALL (FIELD,</u> <u>BOX, RECREATIONAL AND SPECIAL MEALS).</u> The Contractor shall provide mess attendant support services at the messhalls for meals to be consumed away from the messhall. For FFS messhall service tasks refer to Section C5A.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

#### 1. Field Meals.

a. Retrieve and transport food containers from storage areas to food preparation areas.

b. Prepare, package and fill transport containers with complete meals, hot/cold beverages and ice.

c. Place transport containers on hand trucks, move hand trucks to the loading docks and assist Government personnel in loading onto Government vehicles (Contractor personnel are not required to enter the loading/storage area of the transport vehicle and may remain on the loading dock).

d. Ensure personnel are available to assist in vehicle loading (State time frame in minutes you will respond to a verbal assistance request by the Government).

e. Clean spills or trash from loading docks (state time in minutes) after occurrence.

f. Return Of Food Transport Containers and Components to the messhall.

(1) Assist in unloading all transport containers and associated equipment from transport vehicles.

(2) Transport all soiled containers, and associated equipment to the pot shack and/or scullery area for disposal of uneaten food/beverages, cleaning and storing.

(3) Return all unopened subsistence items such as bread, condiments, etc., to the galley.

(4) Clean and sanitize all containers and associated equipment in the pot shack and/or scullery area and return to storage and/or service areas. (Containers and equipment shall not be cleaned in the GI or back dock areas with a hose (except if they have mud and dust on the outside).

(5) State (time frame in minutes) that cleaning will be accomplished after return to the messhall.

(6) State procedures to accomplish cleaning of field equipment after notification is given by the Government of late return.

(7) Reassemble all transport containers and equipment after cleaning prior to returning to storage/staging area.

**2. Box/Bagged Meals.** Boxed or bagged meals shall be prepared for consumption away from the messhall. These meals are not to be confused with packaged meals served from the fast food area.

a. Ensure personnel are available to assist the Government to ensure meals are ready for issue by the prescribed time. State time frame (in minutes) that you will respond to a verbal assistance request by the Government).

b. Retrieve containers or bags from storage areas, place bread racks or other equipment, stamp each container or bag with a Government-provided rubber stamp identification marking (In the event the Government-furnished rubber stamp is not available, the Contractor shall hand write information on bags/boxes to include the messhall number, date/time prepared, date of issue, the statement "Discard after three hours of receipt at the messhall", and initials of person preparing the meal).

c. Prepare box/bagged lunches to include wrapping menu components, i.e., sandwiches, salad packs, pastry/desserts, and/or retrieve packaged goods (potato chips, commercially package pastries, individually packaged beverages, etc.) from the subsistence storage areas.

d. Fill box containers or bags with menu components to ensure that each container has a full meal per the regional Master Menu for that menu day.

e. Transport box/bagged lunches to refrigerated storage of loading docks for transportation by the Government.

f. Retrieve all racks and/or other transport assistance equipment from the back dock and return to storage area.

g. Clean any items that require cleaning.

## 3. Recreational Meals.

a. Place quantities of prepared recreational meals into appropriate transport containers, inserts, sheets, pans, etc. for transportation.

b. Assemble all serving utensils, condiments and beverages.

c. Account for meals by obtaining appropriate signatures on the Cash Meal Payment of Meal Verification Records from Government personnel assigned to pick up recreational meals.

d. Fill out and obtain signatures on the Equipment Custody Record (ECR card) for equipment, transport containers, utensils, etc. Upon return of all equipment to the messhall, the Equipment Custody Receipt (ECR cards) will be destroyed.

e. Transport all meals and equipment to the rear loading dock for placement on Government vehicles by Government personnel.

f. Following the event, retrieve all equipment and leftover recreational meals and/or components from the back dock and transport to the pot shack and/or scullery for cleaning.

g. Discard all leftover recreational event food, beverages, condiments, etc. Leftover recreational meal items may be unfit for human consumption and shall not be used in the messhall operation.

h. Ensure personnel are available to assist in vehicle loading and unloading. (State time frame in minutes you will respond to a verbal assistance request by the Government).

4. Serving/Headcount. Obtain appropriate signatures/cash collections from unit representatives prior to food leaving the messhall.

5. Special Meals. Special meals include ethnic meals, family day meals, or other meals requested by the Area Commander. These meals are in addition to holiday meals such as Thanksgiving and Christmas. The Contractor shall not prepare special meals unless approved by the local Base/Station Food Service Officer.

a. State your procedures for response to the Government's seven (7) calendar day advance written notice of scheduled special meal dates and times. The written notice will indicate when the requested menu items are not included in the current regional Master Menu.

**C5.10 CASHIER SERVICE.** The Contractor is responsible for collecting funds generated from the sale of meals in all messhalls and relinquishing those funds to the Government as prescribed herein. The Contractor shall provide sufficient personnel for recording of and accountability of messhall patrons entering each facility.

## This paragraph/requirement does not apply to Brig M& FP messhalls.

C5.10.1. Cashiers/Meal Verification Recorders. The contractor shall:

a. Maintain a steady flow of rate of patrons beyond/past the sign-in stations to correspond with all serving line flow rates. (Example: If 2 main entree serving lines are operational, a cashier station shall maintain a patron flow rate of a minimum of at least 8 patrons per minute per line).

b. Sustain the flow rates during periods of surges in the patron count.

c. Ensure Contractor personnel do not open or close messhall entrances during meal periods.

d. Ensure Contractor personnel are on-duty at the headcount station throughout the entire meal

period.

e. Ensure cashier stations are not left unattended during meal serving periods.

f. Ensure Contractor personnel are replaced by qualified personnel with appointment letter designations while on breaks, etc.

g. Ensure Contractor personnel are positioned in sufficient locations to facilitate maximum patron control to preclude personnel from entering mess halls without proper identification and signing appropriate accounting/control forms.

h. Ensure Contractor personnel do not chew gum, use tobacco products in any form while performing these duties.

**C5.10.2 Cashier Procedures.** 

a. Ensure Cashiers admit only eligible patrons, per the current edition of MCO P10110.14, obtain signatures, record patron identification information, collect payment for meals and make change (personnel on BAS/ComRats in uniform do not have to show ID but must sign the Cash Meal Payment Sheet and pay for their meals).

b. Ensure Cashiers use Cash Meal Payment Sheet, NAVMC 10298 form, as the only authorized form for cash purposes and to record the attendance of personnel who pay cash for their meals.

c. Ensure Cashiers fill out NAVMC 10298 forms correctly, collect correct food costs (published by the Government) and funds collected, balance with the amount recorded on the Cash Meal Payment Sheet.

d. Ensure that total amount collected is annotated in the proper food cost and total blocks on the NAVMC 10298 forms.

e. Ensure NAVMC 10298 form is used in the sequential order in which they were issued with not more than one day's transaction recorded on the form (breakfast, lunch, dinner, etc.).

f. Ensure no erasures are made on NAVMC 10298 form and errors are lined through once and initialed by both the cashier and patron.

g. Ensure that checks received from patrons for payment of meals (group or block transactions only) shall be made out to the "Disbursing Officer, DFAS, Kansas City Center" (which may be abbreviated as "DisbO, DFAS, Ks Cty Ctr". Group checks shall include the name, social security number, unit or organization and phone number of the person presenting the check.

h. Relinquish all Government funds and forms at the request of the Government. The Government will provide a receipt for all monies collected.

i. Assume responsibility for lost or missing NAVMC 10298 forms for the maximum cash amount of the Cash Meal Payment Sheet using the full meal rate for the lunch meal. Payment shall be made by certified check from the contractor to the U.S.Treasury.

**C5.10.3.** Collection for Groups. On occasion, certain groups to include either military or civilian, VIP's, foreign services, etc., may subsist in the messhall. The local Base/Station Food Service Officer will provide instructions in such cases:

a. Ensure that the total number of personnel in the group plus the applicable food cost/surcharge is shown in the signature column and the extended price is shown in the food cost column of the NAVMC 10298 form.

b. Collect cash, have individual in charge of group make a one (1) line entry on the NAVMC 10298 form and attach supporting roster.

c. Ensure that the authorization, stating total number of persons in the group and length of time the group is authorized to purchase meals, is attached to both the original and retained copy (green) of the NAVMC 10298 form at the messhall.

d. Ensure that group entries for recreational meals and box/bagged meals are supported by authorized letter and attached to the NAVMC 10298 form.

**C5.10.4 Government Meal Count Verification Audits.** The Government will audit all Contractor meal counts a minimum of once each week. The Government Quality Assurance Evaluators (QAE's) will verify meal counts documented by the Contractor on the Cash Meal Payment Sheets, Meal Verification Records, MCFMIS and the Contractors billing invoices to the Government.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform services for each of the following items:

#### 1. Meal Verification Recorder Procedures.

a. Meal verification recorders shall admit only eligible patrons per MCO P10110.14.

b. Ensure that personnel use NAVMC 10789 form to record the attendance of personnel who are entitled to subsistence-in-kind (at no cost) from the Government.

c. Ensure that each patron presents an identification and meal card, record their unit and social security number on the NAVMC 10789 form and/or pay the applicable food costs, unless otherwise granted by the local Base/Station Food Service Officer.

d. The meal verification recorder shall establish a separate NAVMC 10789 for each different category or type of service personnel as listed on the NAVMC 10789 receiving meals from a garrison messhall under this contract. In other words, a separate NAVMC 10789 is required for "MARCOR-REGULAR, MARCOR-

RESERVE, ARMY, NAVY, AIR FORCE" patrons, etc. This is required even if only one (1) person within a particular category or type eats a meal at Government expense (meal card/SIK)."

e. Ensure that the NAVMC 10789 form is correct, certified and turned over to the Mess Manager or designated representative (same time frame) but no later than 0800 the next day.

#### 2. Contractor Meals.

a. Ensure Contractor personnel sign the NAVMC 10298 form and pay for each meal (except beverages) they consume at the full food cost rate.

b. Ensure full payment is made to the Government in cash at the time of occurrence if employees are observed snacking or eating any portion of the meal.

**C5.11** <u>CUSTOMER COMMENT/SUGGESTION/INFORMATION FORMS AND PAMPHLETS.</u> The Contractor is required to display Government customer comment forms and information at the Cashier/Meal Verification Recorder headcount station for patron use and information. This requirement is in addition to the Contractors customer comment/complaint forms required by the Contractor's Quality Control Program.

**C5.12 GENERAL SERVICE TASKS WHICH APPLY TO ALL SPECIALTY BARS.** The Contractor will provide specialty bar services as required in TE2. The following "general service tasks" are applicable to each specialty bar as listed in this contract. Additionally, "specific" service tasks relating to each of these specialty bars will be outlined in separate succeeding paragraphs following this paragraph.

Specialty Bar	Self-Service	Contractor-Serve
Salad Bar	X	
Deli Bar		X
Pancake/Waffle Bar	X	-
Taco Bar		Х
Potato Bar	X	
Soup Bar	Х	
Fitness Bar	Х	
Pasta Bar	Х	
Decorative Cart	X	
Pastry/Dessert Bar	X	

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

#### 1. Preparation And Set-Up.

a. State the time (in minutes) that specialty bars/ lines will be prepared and set up before the start of meal period.

b. State method you will use to prepare and set up (assemble, transport, set up all serving utensils (plates, bowls, disposable paper products, etc.), obtain all menu items and supplies, place garnish and arrange food on serving lines, etc.

#### 2. Replenishment.

a. State time frame (in minutes) how soon menu items will be replenished before/after depletion.

b. State time frame (in minutes) how soon items (tableware, utensils, dishes, glasses, bowls, trays and condiments, if applicable) will be replenished before depletion.

#### 3. Breakdown.

a. State time (in minutes) how soon you will breakdown and remove food from serving lines, not earlier than 15 minutes after end of the meal period.

b. State methods that will be used to breakdown serving lines.

#### 4. Leftovers.

a. State time (in minutes) how soon leftover food items will be taken to the galley after the line is broken down.

b. State time frame (in minutes) how soon leftover counts (quantity of leftover items by portion count) will be recorded after the meal period.

c. State how leftover potentially hazardous foods requiring refrigeration will be handled.

d. State how foods that are not commercially packaged or unwrapped (except fresh fruits and vegetables) will be handled).

## 5. Spills.

a. State time (in minutes) how soon spills will be wiped after occurrence.

b. State time (in minutes) how soon debris and trash spilled on counters and floors, etc., will be cleaned after occurrence.

## 6. Cleaning of Specialty Bars/Serving Line Areas.

a. State cleaning procedures to ensure interior and exterior of specialty bars/serving lines are properly cleaned to include glass, plexiglass guards/covers; removal-of scale, rust, grease, streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc.

b. During Meal. State all items that will be cleaned during the meal. (State time frames).

- c. After Meal. State all items that will be cleaned after the meal. (State time frames).
- d. Daily. State all items that will be cleaned daily. (State time frames).

**C5.12.1.1 SALAD BAR.** The salad bars are self-serve type bars which will use "build-your-own" type service. The Contractor will refer to the regional Master Menu for specific salad bar menu items. *In addition to* those requirements listed in paragraph C5.12 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## Only subparagraph 1. below applies to Brig M& FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

## 1. Retrieve, Process, and Prepare Food.

a. Retrieve, process and obtain all menu items and supplies i.e., fruits, vegetables, prepared salad dressings, condiments, etc. from storage areas to include washing, scrubbing, peeling, paring, slicing, dicing, mincing, shredding, tearing, chopping, etc.

b. Ensure that transport carts containing serving/storage crocks of high protein items (chopped meats, chopped, shredded, sliced, bulk cheese, cottage cheese, macaroni salad, potato salad, pasta salad, egg salad, tuna, chicken salad, etc.) do not remain unrefrigerated at anytime when high protein items or items containing salad dressing are on the same transport cart.

c. Prepare all meat items and prepared meat salads such as tuna, chicken and egg salad, except prepackaged meats, place in the appropriate serving pans, place in hot/cold holding cabinets and place serving pans in appropriate serving line/self-serve line wells.

d. Prepare and make available all salad bar items as specified in the Master Menu.

**C5.12.1.2 DELI BAR SERVICE.** The Contractor shall provide Deli Bar services, if applicable, with Contractor-served deli-type (cold) sandwiches made with typical deli-type cold cuts or prepared filling such as tuna salad or egg salad. Refer to the regional Master Menu for further guidance. Refer to TE2 for each messhall for applicability of the Deli Bar service. Patron flow is a minimum of three (3) patrons per minute on each Contractor-served deli bar line. The patron flow rate will commence as the patron is positioned in front of the first item on the deli-bar serving line. In addition to those requirements listed in paragraph C5.12 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

Only subparagraph 1. below applies to Brig M&FP messhalls

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

## 1. Retrieve, Process, And Prepare Food.

a. Retrieve, process and obtain all vegetables, prepared salad dressings, condiments, etc. from storage areas to include washing, scrubbing, peeling, paring, slicing, dicing, mincing, shredding, tearing, chopping, etc.

b. Prepare all meat items and prepared meat salads such as tuna, chicken and egg salad, place them in the appropriate serving pans, place in hot/cold holding cabinets and place serving pans in appropriate serving line/self-serve line wells. Open prepackaged meats and place them in serving line pans.

c. Prepare and make available shredded lettuce, sliced tomatoes, pickles, sliced cheese, sliced onions, dill pickle chips, sliced black olives, mustard, mayonnaise, Italian dressing, seasoning salt, , etc.

2. Food Serving.

- a. Greet patrons.
- b. Comply with serving guidelines, menu compliments, etc.
- c. Serve prescribed food portion sizes.
- d. Use serving utensils when serving food and store serving utensils properly between uses.
- e. Serve "seconds" portions to messhall patrons upon request.

**C5.12.1.3 PANCAKE/WAFFLE BAR SERVICE.** The Contractor shall provide pancake/waffle bar services, if applicable. Refer to TE2 for individual messhall applicability. *In addition to* those requirements listed in paragraph C5.12 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## This paragraph/requirement does not apply to Brig M&PP messhalls.

#### 1. Retrieve, Process, And Prepare Food.

a. Retrieve, process and obtain all mixes, batters, etc, from storage areas to include pre-prep of items for this service bar.

- b. Prepare pancake and/or waffles as progressively as possible.
- c. Prepare and make available various syrups and toppings as prescribed by the regional Master

Menu

#### 2. Food Serving.

- a. Greet patrons.
- b. Comply with serving guidelines, menu compliments, etc.
- c. Serve prescribed food portion sizes.
- d. Use serving utensils when serving food and store serving utensils properly between uses.
- e. Serve "seconds" portions to messhall patrons upon request.

**C5.12.1.4 TACO BAR SERVICE.** The Contractor shall provide Taco Bar Services, if applicable. Refer to TE2 for individual messhall applicability.. *In addition to* those requirements listed in paragraph C5.12 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

#### 1. Retrieve, Process, and Prepare Food.

a. Retrieve, process and obtain all menu items and supplies i.e., fruits, vegetables, prepared salad dressings, condiments, etc. from storage areas to include washing, scrubbing, peeling, paring, slicing, dicing, mincing, shredding, tearing, chopping, etc.

b. Ensure that transport carts containing high protein items (spiced meats, shredded cheese, etc.) do not remain unrefrigerated (state time frame in minutes) when high protein items will be properly refrigerated.

c. Prepare all spiced meat (taco filling) Place in the appropriate serving pans, place in hot holding cabinets and place serving pans in appropriate serving line.

d. Prepare and make available shredded lettuce, diced tomatoes, shredded cheese, sliced green peppers, sliced jalenpenos, sliced black olives, diced onions, sour cream, refried beans, taco sauce and /or salsa, etc.

#### 2. Food Serving.

- a. Greet patrons.
- b. Comply with serving guidelines, menu compliments, etc.
- c. Serve prescribed food portion sizes.
- d. Use serving utensils when serving food and store serving utensils properly between uses.
- e. Serve seconds to patrons upon request.

**C5.12.1.5 POTATO BAR SERVICE.** The Contractor shall provide potato bar services, if applicable. Refer to TE2 for individual messhall applicability.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

**C5.12.1.6 SOUP BAR SERVICE.** The Contractor shall provide soup bar services, if applicable. Refer to TE2 for individual messhall applicability.

**C5.12.1.7** FITNESS BAR SERVICE. The Contractor shall provide fitness bar services, if applicable. Refer to TE2 for individual messhall applicability.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

**C5.12.1.8 PASTA BAR SERVICE.** The Contractor shall provide pancake/waffle bar services, if applicable. Refer to TE2 for individual messhall applicability. *In addition to* those requirements listed in paragraph C5.12 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## This paragraph/requirement does not apply to Brig M&PP messhalls.

**C5.12.1.9 DECORATIVE CART SERVICE.** (This service may not apply to all messhalls.) The Contractor is responsible for providing decorative cart services, if applicable, at locations identified in TE2. <u>In addition to</u> those requirements listed in paragraph C5.12 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## This paragraph/requirement does not apply to Brig M&FP messhalls

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

## 1. Preparation And Set-Up.

a. State time (in minutes) that serving lines will be prepared and set up before start of meal period.

b. State method you will use to prepare and set up (assemble, transport, set up all serving utensils (plates, bowls, disposable paper products, etc.), obtain all menu items and supplies, place garnish and arrange food on serving lines, etc.

c. Align, display and straighten cereal boxes and/or bowls neatly (do not throw into decorative cart) so that all fruit items are displayed together and cereals stand upright and in line.

d. Ensure that a minimum of four (4) types of cereals are offered during the entire meal period.

#### 2. Replenishment.

a. State time frame (in minutes) how soon menu items will be replenished before/after depletion.

b. State time frame (in minutes) how soon items (tableware, utensils, dishes, glasses, bowls, trays and condiments, etc.) will be replenished before depletion.

**C5.12.1.10 PASTRY/DESSERT BAR.** The Contractor shall provide complete pastry/dessert bar services for all types of pastry/dessert display units (i.e., carts, carousels, serving lines, etc) and includes setup, replenishment, tear down and cleanup. *In addition to* those requirements listed in paragraph C5.12 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## This paragraph/requirement does not apply to Brig M& FF messhalls.

\*Technical Proposal Requirement (s): In addition to the general service tasks outlined in paragraph C5.12.1 above, state in detail how you propose to staff and perform the following additional "specific" services:

## 1. Preparation And Set-Up.

a. Remove empty plates, bowls, etc. (state time in minutes) after becoming empty.

b. Describe efforts of employees not restrict or prevent patrons from obtaining the quantities of dessert/pastry desired.

**C5.12.1.11 CONDIMENT SERVICE.** The Contractor shall be responsible for providing complete condiment service includes all counter service condiments, salt, pepper, sugar, seasonings and dressings, catsup, mustard, steak sauce, soy sauce, hot sauce, before the meal period and maintain availability throughout the meal serving period. This service shall include all table top condiments required and requested by patrons to compliment the meal being served.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

## C5.13 GENERAL SERVICE TASKS WHICH APPLY TO ALL DISPENSING AND RELATED

**SERVICES.** The Contractor is responsible for providing the following "general service tasks" as applicable to each dispensing and related services listed in the table below. Specific service tasks relating to each of these will be outlined in succeeding paragraphs.

Dispensing and Related Services
Bread Dispensing
Beverage Dispensing
Milk Dispensing
Ice Dispensing
Ice Cream Dispensing

This paragraph/requirement does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

#### 1. Preparation And Set-Up.

a. State the time (in minutes) that each dispensing service will be prepared and set up before the start of meal period.

b. State method you will use to prepare, set up and obtain all dispensed menu items and supplies, place garnish and arrange items in dispensers, etc.

#### 2. Replenishment.

depletion.

a. State time frame (in minutes) how soon dispensed menu items will be replenished before/after

b. State time frame (in minutes) how soon items (dishes, glasses, bowls, if applicable) will be replenished before/after depletion.

3. Spills. State time frame (in minutes) how soon all beverage spills, food debris and trash will be removed after occurrence.

#### 4. Breakdown.

a. State time (in minutes) how soon you will breakdown and remove applicable items from dispensers, not earlier than 15 minutes after end of the meal period.

b. State methods that will be used to breakdown dispensers, if applicable.

5. Leftovers. Return all leftover beverage items to the storage areas within (state time frame in minutes) after the line is broken down. All applicable leftover items, being returned to a common storage area such as a cooks walk-in refrigerator shall be covered, labeled and dated to include time of day and placed in proper storage areas.

#### 6. Cleaning Of Dispensing Equipment and Surrounding Area.

a. State cleaning procedures to ensure interior and exterior of bread dispensing equipment and area are properly cleaned to include glass, plexiglass guards/covers; streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc.

b. During Meal. State all items that will be cleaned during the meal. (State time frames).

c. After Meal. State all items that will be cleaned after the meal. (State time frames).

d. Daily. State all items that will be cleaned daily. (State time frames).

**C5.13.1 BREAD DISPENSING SERVICE.** The Contractor is required to provide bread dispensing services as follows and those listed in paragraph C5.13 above.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

1. **Preparation and Set-Up**. Service bread dispensing equipment or display pans so that a minimum of three (3) basic types of bread are available throughout the entire meal period. Types of basic bread types are white, wheat, rye, raisin. Specialty breads shall also be offered such as English muffins, bagels, biscuits, pita bread, and/or other bread/type products.

2. Replenishment. Monitor bread dispensing equipment or other bread dispensing devices during each meal period. State time frame (in minutes) how soon bread products will be replenished before/after depletion.

3. Monitoring. State time frame (in minutes) how soon all food debris (i.e., large bread pieces, crumbs, and broken or torn bread products, etc.), will be cleaned and removed from bread dispensers, pans, floors, countertops, and surrounding areas, etc. Bread crumbs on the dispenser/pans is acceptable during the meal serving period.

**C5.13.2 BEVERAGE DISPENSING SERVICE.** The Contractor is responsible for providing complete beverage dispensing services. *In addition to* those requirements listed in paragraph C5.13 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service.

#### 1. Preparation And Set-Up.

a. Set up, stock and assemble all beverage equipment necessary for operation state time frame (in minutes) before start of the meal.

b. Retrieve all items from storage areas, place in appropriate dispensers.

c. Service and prepare all beverages requiring preparation (soda, juice, coffee, hot cocoa and noncarbonated drinks, etc.).

2. Replenishment. Monitor beverage dispensing equipment to maintain product availability throughout the meal period. State time frame (in minutes) how soon beverages will be replenished before/after depletion.

**C5.13.3** MILK DISPENSING. The Contractor shall be responsible for milk beverage dispensing services as required. *In addition to* those requirements listed in paragraph C5.13 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

#### This paragraph/requirement does not apply to Brig M&FP messhalls

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

#### 1. Preparation and Set-Up.

a. Setup, stock and assemble all milk dispensing equipment necessary for operation/use by patrons (state time frame in minutes) before start of the meal.

b. Retrieve all items from storage areas and place in appropriate dispensers.

c. Service all milk dispensers so that each dispenser on all beverage lines shall have a minimum choice of 1 percent white and chocolate milk available throughout the scheduled meal period.

d. Ensure milk products are maintained at-proper temperature.

e. Ensure mechanically refrigerated bulk milk dispensing tubes are cut properly (State the length of the tube extending below the bottom of the dispensing mechanism).

f. Milk products may remain in the beverage line dispensers between meals as long as milk dispensers are maintained within the proper temperature range (State temperature range in degrees Fahrenheit).

2. Replenishment. Monitor milk dispensing equipment to maintain availability throughout the meal period. State time frame (in minutes) how soon milk products will be replenished before/after depletion.

## 3. Breakdown.

a. State time frame (in minutes) how soon you will breakdown and remove items from milk dispensers after the dinner meal period (Milk dispenser bladders shall remain in place between breakfast/lunch and lunch/dinner meals. Remove only if there is one (1) cup or less liquid remaining).

b. State methods that will be used to break down serving lines.

c. Remove all milk dispensers at the end of the day and return the container to proper refrigerated storage areas.

## 4. Defrosting and Cleaning.

a. State time frame (weekly, as a minimum) that bulk milk dispensers will be defrosted and the interior cleaned and/or when frost accumulates toone-quarter (1/4) inch thickess.

**C5.13.4 ICE DISPENSING.** The Contractor shall be responsible for providing ice dispensing services as outlined below. <u>In addition to</u> those requirements listed in paragraph C5.13 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

\* Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

## 1. Preparation and Set-Up.

a. Setup all "front-of-the-house" ice dispensing equipment to be operational for patrons use (state time frame in minutes) before start of the meal.

b. Transport ice in clean, sanitary and approved containers strictly used for ice transportation only.

2. Replenishment. Monitor ice dispensing equipment to maintain availability throughout the meal period. State time frame (in minutes) how soon ice will be replenished before/after depletion.

3. Spills. Clean all spills within (state time frame in minutes) after occurrence.

**C5.13.4.1** Ice Making Machine Testing. The Contractor shall cooperate with Preventive Medicine Authority (PMA) or other authorized personnel required to test ice and ice making machines. Should the ice or ice making machine (s) be identified by PMA personnel as contaminated, the Contractor shall immediately dispose of all ice produced and remaining in the ice bin. Any ice that has been relocated from the contaminated machine to salad bars, pans, and/or ice dispensers shall also be immediately disposed of as well. The identified machine (s) shall be unplugged from the power source and marked "Do Not Use" until corrective action has been taken by the Government. It will remain in this status until the machine is re-tested and cleared for use by PMA personnel. If this situation causes significant impact on the operation and services rendered the Contractor shall notify the local Base/Station Food Service Office to procure ice through other sources.

**C5.13.5 ICE CREAM SERVICE AND DISPENSING.** Ice cream dispensing may include either bulk ice cream or soft-serve machine type service. The Contractor shall be provide ice cream dispensing for those messhalls listed in TE2 and TE3 as requiring this service. <u>In addition to</u> those requirements listed in paragraph C5.13 above, the items listed below will be included in the Technical Proposal and incorporated in the final contract as a requirement of the contract.

## This paragraph/requirements does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

## 1. Preparation and Set-Up.

a. Setup, stock and assemble all ice cream dispensing equipment, ice cream products, condiments and serving containers for operation/use by patrons (state time frame in minutes) before start of the meal.

- b. Retrieve all items from storage areas and place in appropriate dispensers.
- c. Maintain ice cream at proper temperatures. (State temperature range in degrees Fahrenheit).
- d. Service all dispensers so that ice cream is available on each dispenser throughout the meal period.

2. Replenishment. Monitor ice dispensing equipment to maintain availability throughout the meal period. State time frame (in minutes) how soon ice cream will be replenished before/after depletion.

3. Breakdown. State time frame (in minutes) how soon you will breakdown and remove items from ice cream dispensers.

4. Leftovers. Service all leftover ice cream items by covering, labeling and dating the items with the time of day and place in proper storage areas.

5. Spills. Clean all spills within (state time frame in minutes) after occurrence.

6. Cleaning Of Ice Cream Dispensers, Cabinets And Surfaces. The Contractor shall properly clean ice cream dispensers, cabinets, and surfaces to be free of streaks, grease, food residue, dirt, dust, fingerprints, smudges, and foreign matter.

a. Clean, sanitize, lubricate and reassemble all soft-serve ice cream dispensers (state time frame).

b. Clean, sanitize and defrost all ice cream cabinets (state time frame) to ensure ice accumulation does not exceed (state acceptable accumulation in inches) prior to defrosting.

c. State time frame (during/after meal/daily) that exterior and interior of ice cream dispensers and surfaces will be cleaned.

d. State time frame (during/after meal/daily) that removable parts (nozzles, scraper blades, pouring spouts, etc.) and drains will be disassembled, cleaned and replaced.

## C5.14 SANITATION AND HOUSEKEEPING REQUIREMENTS.

In the Brig M&FP messhalls the requirements below only apply to those Contractor-responsible areas of the messhall such as the galler bake shop, salad room, storage areas, employee rest rooms, office spaces, etc.

**C5.14.1** General Information. The Contractor shall perform all sanitation procedures of all applicable food preparation and storage areas to meet the requirements of NAVMED P5010.1, Chapter 1, manufacturer's instructions and the scheduled cleaning plan in Technical Exhibit 4 (TE4). This includes tasks such as sweeping, scrubbing, mopping, dry mopping, dusting, polishing, shining, trash removal, and organizing cleaning supplies and equipment. When a conflict exists between the manufacturer's cleaning instructions and PMA regulations, the PMA regulation will take precedence.

**C5.14.1.1** The Contractor shall clean, dust and polish, all woodwork, walls, wall paper, ceilings, windows, and related furniture in food preparation, storage areas, hallways leading to storage areas and salad rooms, Contractor office spaces and common areas primarily used by the Contractor. Government personnel shall not be used to clean and maintain these areas.

**C5.14.1.2** The Contractor shall not use steel wool for any cleaning process in food preparation areas. Sponges equal to, or better than those carried in the Federal Supply System may be used, but shall be discarded when they show signs of excessive wear.

**C5.14.2 DINING AREA PREPARATION.** The Contractor shall be responsible for providing dining area preparation services and all resources necessary to support the messhall patrons. This requirement includes preparation setup, maintaining, cleaning, tear down, and patron dining support services as described below.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

#### 1. Clean Equipment, Tables and Areas.

a. Properly equip each dining table with all necessary condiments and accessories before (state time frame) and throughout each scheduled meal serving period.

b. Clean the dining areas and equipment (state time frame). Cleaning, other than spills and wiping of tables, etc., shall not be performed during the meal serving periods. The Contractor shall not close portions of the dining areas to perform after meal cleaning during the meal period.

## 2. Condiment Service Preparation And Set-Up.

a. Properly equip each dining table with all necessary condiments and accessories before (state time frame in minutes) start of meal and replenish throughout the meal serving period.

b. Prepare and set-up all table and/or counter service condiments, seasonings and dressings, etc., and maintain availability throughout the meal period. Catsup, mustard, steak, soy sauce, hot sauce, and other sauces may be served in the original container or in a Government-furnished dispenser.

c. Prepare and set-up sugar and sugar substitutes in individual packages or in pour-type dispensers. (State time frame) that pour-type dispensers will be refilled to a minimum of two-thirds full.

d. Refill salt, pepper, sugar, condiment and napkin containers (State time) before the containers are emptied.

e. Clean exterior of salt, pepper and sugar dispensers (state time frame) and refilled to a minimum of two-thirds full. Cleaning materials (handiwipes, etc.) that have been used for other cleaning tasks shall not be used to clean condiment containers.

f. Empty, wash, rinse and dry the interior and exterior of all salt, pepper and sugar dispensers. (State frequency and time frame).

e. Remove, clean and return to proper storage or display areas all commercial condiment containers such as hot sauce, steak sauce, catsup, and salad dressing after each meal. The cleaning shall include removing the cap, cleaning the inside of the cap, cleaning the outside (threaded) portion on the container with an approved wiping cloth or paper napkin, replacing the cap and wiping the exterior portion of the container.

### 3. Soiled Eatingware.

a. Move fully loaded bussing cabinets, if provided by the Government, from the dining area to the scullery area, unload the cabinets and return them to the dining area. Minimize movement of carts during the meal period.

b. Remove and return bussing cabinets during scheduled hours so as not to impede access to serving lines or dining areas.

c. State time frame to thoroughly clean bussing cabinets.

4. Resupplying Eatingware. Replenish clean eatingware throughout each meal period so that no patron waits for service.

5. Tables, Chairs, Partitions and Booths. Provide each patron a clean table and chair upon departure of a previous patron.

a. State time frame to remove soiled eatingware if left behind on tables by patrons and wipe soiled table tops and sides (vertical edges) as required throughout each meal period.

b. Ensure that all tables remain open for patron service during the meal period.

c. State time frame to clean all tables, chairs and booths with a damp cloth sponge or other approved wiping cloth soaked in hot detergent water and rinse with clear hot water and wipe dry. Partitions and chair legs, rungs and framework shall not be spot cleaned to remove soil and spills.

d. State minimum time frame to completely clean all tables, chairs and booths, including chair legs, rungs and framework. All chairs, tables, partitions and booths shall be returned to their proper position after cleaning has been accomplished.

e. The Contractor shall not be responsible for routine bussing of tables. However, the occasional removal of eating utensils, serviceware and trash left behind by patrons does not constitute routine bussing of tables. State time frame (in minutes) to clean all spills, water marks, trash, food condiment granules, etc. after patrons depart a particular table, chair or booth arrangement.

6. Covers and Cloths. If table covers (typically plastic) or table cloths (typically fabric) become heavily soiled during a meal period they shall be replaced. Small soiling shall wait until the end of the meal period is over being replacing. Remove and replace tablecloths that require laundering and replace with clean tablecloths. Laundering of tablecloths will be accomplished by the Government.

7. Napkin Holders And Dispensers. State time frame to clean the exterior surfaces of napkin holders and dispensers and refill with napkins. Although not generally the case, some napkins may have to be folded in order to fit the napkin dispensers.

8. Dinnerware Dispensers (Stainless Steel and/or Plastic). State time frame to clean interior and exterior surfaces of dish/dinnerware dispensers and cabinets used to transport dirty trays to dishwashing areas per the manufacturer's manual or instruction plate.

9. Stainless Steel Polishing. State time frame when all stainless steel (except food contact surfaces) will be polished with a nonabrasive metal polish.

#### 10. Beverage and Food Dispensing Equipment.

a. State time frame to clean all beverage, food and self-serve dispensing equipment. This includes shelves, stands, dish dispensers, flatware tray deposit racks, ice dispensers, ice cream cabinets, reach-in freezers, reach-in refrigerators and water coolers.

b. State time frame to disassemble, clean, reassemble and replace nozzles, scraper blades, pouring spouts, drip pans, drains and other removable parts. Properly cleaned equipment, shelves and stands shall be free of beverage or food residue, dirt, grease, water spots, streaks, fingerprints and foreign matter.

## 11. Ash Receptacles.

a. State time frame to empty, clean and reposition all ash receptacles which may be located outside of each messhall.

C5.14.3 WINDOWS AND FLOORS. The Contractor shall clean windows and floors. Windows shall be cleaned inside and out to include frames. The Contractor is not required to remove screws, nails, or other types of permanent fasteners. Cleaned windows shall be free of dirt, water spots, streaks, smudges, and foreign matter. Floors custodial services

In the Brig M&FP messhalls the requirements below only apply to those Contractor-responsible areas of the messhall such as the galler bake shop, salad room, storage areas, employee rest rooms office spaces, etc.

**\*Technical Proposal Requirement (s):** State in detail how you propose to staff and perform the following service:

1. Windows.

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a. Windows, Screens, And Storm/Screen Window Combinations. State time frame to clean windows, window ledges, screens and storm/screen windows. Windows, screens and storm/screen combination windows shall be cleaned inside and out to include frames.

b. Contractor will not be responsible for removal of screws, nails, and other type permanent retainers. The Contractor shall provide a ladder to accomplish these tasks. Properly cleaned windows shall be free of dirt, water spots, streaks, smudges, fingerprints, and foreign matter.

c. Curtains. The Contractor shall remove curtains for cleaning by the Government and replace the same as required.

d. Venetian/Vertical Blinds. State time frame to dust venetian and/or vertical blinds.

2. Floors. The Contractor shall provide floor cleaning and maintenance services on floor areas listed in TE2 as follows:

a. The Contractor shall clean floors so that no visible dirt or dust remain on floors, floor mats or runners, in corners, behind doors, under furniture, tables, booths and under/behind equipment.

b. Floor cleaning shall be accomplished in such a manner that no dust is raised.

c. Furniture and mobile equipment shall be moved as necessary during the cleaning process and shall be replaced at the completion of cleaning.

d. Chairs shall not be placed on tables at any time.

e. State time frame to sweep, scrub, squeegee and dry mop (except carpeted areas) all dining room floors, to include all access/exit routes and serving areas.

f. State procedures to clean floors in sections and at no time shall excessive amounts of water be used or allowed to accumulate during the cleaning process. At no time shall a water hose be used to accomplish floor cleaning.

g. Spot Floor Cleaning.

(1) State time frame (in minutes) to wipe food and beverage spills around serving and dining areas after occurrence.

(2) State time frame to spot clean to include sweeping or damp mopping small areas as necessary to remove food or beverage spills and debris such as paper, debris, straws, condiment packets and napkins from dining area floors. This includes the removal of water, sand, dirt or stains caused by open doors or heavy patron traffic.

(3) State time frame to clean spills on carpeted floors (if applicable) with cold water and a cloth.

(4) State how you will perform manual sweeping in dining areas during meal serving periods.

h. Waxing. State time frame to wax and buff floors. High traffic areas shall be waxed and buffed as necessary to maintain a high gloss finish. Floors shall be buffed to a uniform smooth gloss. A general, nonskid-type liquid wax shall be used on all asphalt tile, linoleum, rubber tile, wood parquet and vinyl tile flooring. Wax shall not be applied to ceramic tile, quarry tile or concrete terrazzo floors.

i. Cleaning/Scrubbing of Safety/Anti-Fatigue Floor Mats. Some messhalls may contain a number of Government-provided safety/anti-fatigue floor mats for employee safety.

(1) State time frame to clean and replace mats. Move all mats to back dock area of the messhall. Scrub both sides of each mat with hot soapy water and rinse thoroughly. Allow each mat to thoroughly dry before placing back in service. Return and lay down each mat to its respective area.

j. Floor Stripping. State time frame to strip, apply new wax and buff floors. The Contractor shall remove all dirt and deposits of old wax using an approved solvent for wax stripping. A stripping operation shall be considered satisfactory when all traces of the old wax have been removed and the floor is cleaned, waxed and rebuffed.

k. The Contractor shall not use steel wool for any cleaning process other than steel wool pads for buffers used in stripping floors of wax. Sponges equal to, or better than those carried in the Federal Supply System may be used, but shall be discarded when they show signs of excessive wear.

l. Carpet Vacuuming and Shampooing. The Contractor shall vacuum carpets a minimum of once per day. The Contractor shall shampoo carpet, using the steam extraction method, all carpeted areas listed at TE2 and with the frequency listed in TE4. After vacuuming, spots and stains shall be pre-sprayed with a cleaning agent suitable for carpet treatment prior to the shampooing process. Following carpet shampooing carpeted areas shall be free from dirt, food particles, stains and foreign matter.

m. Floor Drains.

(1) Keep the throats and covers of all floor drains unclogged.

(2) Drain openings shall be covered with drain covers at all times.

residue.

(3) State time frame to clean floor drain covers to remove all accumulations of scum, slime and

(4) State time frame to clean and scrub drain openings and throats.

**C5.14.4** WALLS, DOORS AND MISCELLANEOUS FIXTURES. The Contractor shall clean all walls, window, ledges, doors, and door frames to remove all smudges, stains, spillage, splashes, and to prevent accumulation of dust and dirt. Mold and mildew shall not be permitted to build or remain on walls in high moisture areas.

In the Brig M&FP messhalls the requirements below only apply to those Contractor-responsible areas of the messhall such as the galley s bake shop, salad room, storage areas, employee rest rooms, office areas spaces, etc.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

#### 1. Walls.

a. State time frame to spot clean all walls, and baseboards to remove all smudges, stains, spills and splashes and prevent accumulation of dust and dirt.

b. State time frame to wash all walls (to the ceiling height), baseboards, window ledges, doors and door frames. Removal of mold and mildew on walls in high moisture areas is paramount. Should the ceilings consist of plastic or laminated panels the Contractor shall clean as necessary.

2. Doors. State time frame to clean all door frames, and entrance and exit doors to include glass panes. Glass panes shall be cleaned with a nonabrasive glass cleaner.

#### 3. Pictures and Decorations.

- a. State time frame to clean pictures and other decorations.
- b. State time frame to clean artificial plants to prevent accumulation of dust and dirt.

#### 4. Light Fixtures.

a. State time frame to remove, clean and replace globes and lenses throughout the facility to be free of bugs, dirt, dust, grease, stains, spots, streaks and other matter.

b. State time frame to replace defective or burnt out bulbs and lamps. The Contractor shall provide a ladder to accomplish this task.

#### 5. Air Curtains/Insect Control Units, Ducts, Louvers and Vents.

a. State time frame to clean air curtains and insect control units throughout the facility to prevent accumulation of dust and dirt.

- b. State time frame to empty trays of insect control units, if so equipped.
- c. State time frame to clean ducts, louvers and vents.

6. Floor Fans and Ceiling Fans. State time frame to clean all fans (floor/ceiling) including fan blades.

#### 7. Trophies and Trophy Display Cases.

- a. State time frame to dust trophies and trophy display cases.
- b. State time frame to clean glass panes to remove handprints/fingerprints, smudges and dirt.

8. Televisions, Stands and Wall Brackets. State time frame to clean and dust televisions, stands and wall brackets.

9. Mirrors. State frequency time frame to clean all messhall mirrors.

C5.14.5 DISHWASHING SERVICE. The Contractor shall provide dishwashing services to meet the requirements of this contract. All soiled eating ware shall be cleaned and sanitized without the possibility of cross

contamination. All eating ware shall be free of all visible signs of food, food residue, grease, soap scum, and foreign matter.

## This paragraph/requirements does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

## 1. Dishwashing Operations.

a. State time frame that sufficient personnel will be available to start performing dishwashing operations for each scheduled meal period.

b. State time frame when the entire dishwashing operation will be completed no later than the start of the next scheduled meal period for that day and prior to closing of the messhall for that day's operation.

2. Scraping and Preflushing. Scrape and preflush all dishware, cookware and flatware before placing in warewashing machines.

**3.** Sorting and Racking. Sort all dishware, flatware and utensils according to size and shape prior to racking. Separate racks shall be used for articles of different types, e.g. cups, plates, bowls, glasses, flatware, etc.

#### 4. Machine Operation.

a. Operate warewashing machines (dish and pot/pan) per the manufacturers instructions.

b. Use the proper amount of appropriate dishwashing compound and rinse additives.

c. Ensure spray nozzles are not clogged.

d. Ensure prescribed water temperatures and pressures are maintained and the final rinse mechanism is operating satisfactory.

5. Eatingware Storage. State time frame when all dishes, flatware and dinnerware will be returned to their respective storage areas.

6. Clean Eatingware. State procedures to ensure that clean eatingware, dishes, glassware, trays, cups, bowls, tumblers, flatware, etc., shall be free of all visible signs of food, food residue, grease, soap scum or foreign matter.

#### 7. Water Temperature.

a. State time frame to notify the local Base/Station Food Service Officer any time the water temperature in the dishwashing machine cannot be maintained at or above minimum prescribed temperatures.

b. State time frame to notify the local Base/Station Food Service Officer or designated representative in the event of a mechanical failure during meal.

c. State proposed procedures to perform dishwashing by hand to the extent necessary to meet feeding and sanitation requirements, at no additional cost to the Government.

d. Government-furnished plasticware, paper plates and cups may be used when dishwashers are inoperative, only with the approval of the local Base/Station Food Service Officer, Mess Officer or Officer of the Day. At no time will the Contractor resort to the use of Government-furnished plasticware, paper plates and cups simply to save on labor hours when the machine is operable.

e. Emergency Procedures. State procedures in the event that adequate and suitable amounts of hot water cannot be obtained to accomplish automatic or manual cleaning per TE4. Chlorine solution and instructions shall be provided by the Government and the solution shall be prepared by the Contractor.

f. Dishwasher Cleaning. State time frame to drain and clean all types of dishwashing equipment after each meal serving period. Dishwashing machines shall have the curtains, spray arms, trays and other removable parts removed, cleaned and air dried. The removable parts and the interior surfaces shall be free of foreign matter and smudges. State time frame when exterior surfaces shall be wiped clean after each meal. Lime deposits shall be removed weekly, as a minimum. State time frame to reassemble all equipment within after completing the cleaning process.

**C5.14.6 POTS, PANS AND UTENSIL CLEANING.** The Contractor shall provide pot, pan, and utensil cleaning to meet the requirements of this contract. All soiled pots, pans, and utensils shall be cleaned and sanitized

for cook's use without cross contamination. Clean items shall be free of all visible signs of food, food residue, grease, soap scum and foreign matter.

## This paragraph/requirement does not apply to Brig M&FP messhalls.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

## 1. Clean and Sanitize.

a. State time frame to clean and sanitize pots, pans, containers, utensils, insulated food containers and serving equipment used to transport food to other locations, oven racks and conveyor toaster racks.

b. Oven and toaster components shall be transported to the appropriate storage area after cleaning for assembly by the Contractor.

## 2. Progressive Cleaning.

a. State procedures to accomplish pot/pan and utensil washing as items are used to avoid

accumulation.

b. Pots, pans and utensils shall be placed in the pot/pan washing area to preclude a delay for cooks requiring this equipment.

c. State time frame (in minutes) when pots/pans and utensils that are used for preparation of breakfast services, to include those generated by the Government night baker (if used), will begin to be cleaned after the start of the breakfast serving period.

d. State time frame to clean the pan washing room and area.

**C5.14.7** EQUIPMENT CLEANING SERVICE. The Contractor shall provide equipment cleaning services to meet the requirements of this contract. See equipment listed at Technical Exhibit 3 (TE3) for equipment types. Properly cleaned equipment shall be free of all visible signs of food, food residue, grease, soap scum and foreign matter. Properly sanitized food contact surfaces have been treated using either heat or sanitizing chemicals, which reduces bacterial count to a safe level without leaving a toxic residue.

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spaces, etc.		

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

#### 1. Ventilating Hoods and Filters.

- a. State time frame to clean all ventilating hoods on the exterior and interior.
- b. State time frame to remove and thoroughly clean all removable grease filters.

## 2. Charbroilers.

a. State time frame and detailed procedures to remove and clean charbroilers with hot soapy water or degreaser, oven cleaner, etc., to include trays, drip pans, stripper blades, side panels, bun belt, bun platter, bun feed belt, toaster oven, and toaster reflector trays, etc. Allow a cool down period before handling hated assemblies.

3. Grills and Grill Tops. State time frame to clean grills, grill tops, grill stands and grease trap

#### drawers.

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## 4. Deep Fat Fryers.

a. State time frame to drain and clean deep fat fryers.

b. State your procedures for handling and storing reusable fat or oil. Unusable oil shall be stored in containers and retained for pickup by the Government. If the deep fat fryer is to be used for successive meals within a six (6) hour period, the oil shall be strained, the fryer cleaned and the oil examined. If the oil is determined to be in a satisfactory condition it may be reused. Deep fat fryers shall be covered with a tight closing lid when not in use.

5. Fast Food/Carry-out Equipment. State time period to clean and place back into service all fast food/carry-out equipment, i.e., prep tables, hot dog rollers, reach-in reefers/freezers, sandwich prep counters, sandwich slides and counters etc.

6. Steam Kettles and Pressure Cookers. State time period to clean all steam kettles and pressure cookers.

7. Slicing Equipment. State time frame to clean meat slicers and other slicing equipment. Meat slicers shall not be used to slice more than one type product (e.g., roast pork) without being cleaned and sanitized prior to slicing a second product (e.g., roast turkey).

8. Mixers. State time frame to clean all mixers.

9. Tilt Fryers/Braisers. State time frame to clean all tilt fryers/braisers.

10. Food Holding Boxes. State time frame to clean pass-through and other types of food holding boxes (hot or cold).

#### 11. Refrigeration Equipment.

a. State time frame to spot clean as required; e.g., spilled food particles.

b. State time frame to clean interior and exterior of refrigeration equipment daily to include scrubbing of walls, floors, shelves, and/or storage racks.

c. Remove and return food items to their original rack position after cleaning.

#### 12. Freezers.

a. State time frame to clean the exterior portion of ice cream storage cabinets.

b. State time frame to defrost and clean interior of freezers or when frost accumulation is more than

one-quarter (1/4).

c. Remove and return frozen food items after proper cleaning has been accomplished.

13. Vegetable Peeling and Vegetable Processing Machines. State time frame to operate and clean all vegetable peeling and vegetable processing machines after use.

#### 14. Ice Making Machines.

a. State time frame to remove all ice from the bulk storage compartment and clean the inside of the

cabinet.

b. State time frame to wipe/clean exterior surfaces.

#### 15. Microwave Ovens.

- a. State time frame to clean and remove food particles, spillage, grease, etc.
- b. State time frame to clean interior and exterior oven surfaces.

C5.14.8 TRASH AND GARBAGE REMOVAL. The Contractor shall remove all trash and garbage from messhalls, during the day's operation, to prevent accumulation of empty boxes, cans, bottles, paper, and food waste.



\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following

service:

1. Trash.

a. Place trash and garbage in dumpster containers.

- b. Cans shall be rinsed and crushed.
- c. All cartons and boxes shall be flattened prior to depositing into dumpster.
- d. Trash cans shall be kept covered except for cans actively being used in food preparation and

scullery area.

e. Dumpster doors shall be kept closed except when actually disposing of trash.

## 2. Garbage.

- a. Garbage (wet food refuse) and trash (paper, cans, etc.) shall be segregated and not mixed.
- b. Garbage shall be placed in metal containers provided by the Government.

3. Removal. State time frame to empty/remove all garbage and trash cans from all areas in the messhall and transport to the trash and garbage areas to prevent accumulation of empty boxes, cans, trash or garbage within the messhall.

## 4. Recyclables Disposal.

a. Prepare materials for recycling or disposal.

b. Segregate corrugated cardboard from other types of cardboard (i.e., wax-coated,

paste/paperboard, plastic-wrapped, etc.).

c. Cardboard shall be flattened and placed into color-coded containers specifically designated for recycling purposes. Corrugated cardboard must be clean and free from any food contamination.

d. Ensure that all other cardboard is flattened and discarded in a conventional dumpster or disposed of through the waste pulping equipment.

e. Utilize can-crushers for those installations participating in the can recycling program.

## 5. Plastic Can Liners.

a. Ensure that plastic can liners are used in trash cans and covers shall be cleaned whenever soiled.

b. Observe and abide by the installation prohibition on outside storage of unprotected plastic bags, paper bags or bailed units containing garbage or trash.

6. Containers. State time frame to thoroughly clean garbage containers and covers with hot water and detergent each time they are emptied and prior to reuse.

#### 7. Waste Pulpers.

- a. State time frame to clean waste pulpers.
- b. Ensure waste pulpers are utilized for trash and garbage as designed.

**C5.14.9 REST ROOMS.** The Contractor is responsible for servicing rest rooms (employee and patron rest rooms) and hand washing facilities as required in this contract. Trash receptacles shall be emptied and dispensers refilled. Clean rest rooms shall consist of toilets, urinals and sinks, which are free from dirt, grime, residue and foreign matter; walls, floors, partitions shall be free of dirt, grime, residue, graffiti, and foreign matter. Mirrors and dispenser shall be free of dirt, grime, hand prints, and streaks or spots.

Con Brig M&FP messhalls the Contractor is only required to service those areas under Contractor responsibility such as rest rooms located in the back-of-the-house

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

1. State time frame to clean all restrooms/heads.

2. State procedures to ensure that toilets and urinals shall be washed inside and out with a

nonabrasive soap solution and when dry shall be free of streaks. A brush shall be used to reach into the trap. No rust or scale deposits shall be left under the rim. Disinfectant shall be used in scrub water.

3. State time frame to empty all trash receptacles when each container becomes three-quarters (3/4)

full.

4. State time frame to thoroughly wash trash receptacles.

5. Remove all water from floors by swabbing. Water shall not be allowed to evaporate.

times.

6. Ensure particular care in cleaning shall be emphasized around the floor adjacent to urinals and toilets so that odors are not permitted to start.

7. Replenish all supplies (hand soap, paper towels and toilet tissue) so items are available at all

8. Ensure mops, brooms and brushes used in cleaning of restrooms are not used for cleaning in any other messhall areas. They shall be identified by a red ring painted on handles and stored separately when not in use.

9. Employee Lockers. The Contractor shall maintain employee lockers, where provided, in a neat and sanitary condition. Dirty, damaged or discarded uniforms shall not be stored or permitted to accumulate in lockers.

**C5.14.10 G.I. HOUSE.** The Contractor is responsible for maintaining the G.I. House (garbage can storage room) as required in this contract. A clean G.I. House will be properly organized and walls, floors, ceiling will be free of dirt, grime, grease, mold, mildew. All equipment, trash cans, swabs, brooms, brushes, dust pans, etc, shall be organized to display a neat and orderly appearance.

## This paragraph/requirement does not apply to Brig M&FP messhalls

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

1. State time frame to sweep, scrub, rinse with clean water and swab dry G.I. Houses to be free of trash, debris, filth, odors and vermin.

2. Do not store broken or unserviceable equipment in the G.I. house. All cleaning supplies and hoses shall be stored in a neat and orderly fashion.

**C5.14.11 GREASE RECOVERY, DISPOSAL AND CLEANING.** The Contractor shall discard grease, oils, fats from cooking in Government provided containers located on the exterior of the messhalls. Grease, oils, fats used in the cooking process shall not be discarded in dumpters. Grease containers shall not be filled to more than six (6) inches from the top. The Contractor shall clean any spillage resulting from grease recovery and disposal.

For Brig M&FE messhalls the Contractor is only required to serv areas under the Contractor's responsibility such as grease generated b deep fat fryers, grills, etc.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

## 1. Grease Traps.

- a. State time frame to skim grease traps daily prior to running any water through sinks.
- b. State time frame to clean grease traps to remove all accumulations of scum, slime and residue.

2. Grease Interceptors. State when you will notify the local Base/Station Food Service Officer when grease interceptors require pumping.

3. Disposal of Grease. State procedures to:

- a. Ensure personnel do not discard grease, oils or fats used in cooking processes in dumpsters.
- b. Maintain these items in covered Government-provided containers.
- c. Locate grease containers in a Government-designated area.
- d. Ensure grease reclamation cans (55gal cans) are not filled to more than six (6) inches from the

top.

e. State time frame to clean grease containers.

f. State time frame (in minutes) to clean interior and exterior grease spills after occurrence. Also, state how you will accomplish the cleaning.

C5.14.12 CONTRACTOR'S OFFICES. The Contractor shall provide sufficient custodial services for Contractor-occupied offices as outlined below:

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following

service:

a. State time frame to clean Contractor offices to include floors, walls, windows and trash removal.

**C5.15 GROUNDS MAINTENANCE TASKS.** The Contractor shall provide sufficient personnel to perform grounds maintenance tasks and clean the grounds, sidewalks, entrances, exit ways, telephone booths, ash receptacles, trash cans, dumpster and grease receptacle pads daily. Cleaning includes but not limited to sweeping, removing all trash, cigarette butts, garbage, gum, grease, dirt paper, pine straw/cones, rocks, and other foreign matter from the grounds around each messhall. Refer to TE2 for each messhall for specific area. See Section C3.5.14 and C4.3.5.

## This paragraph/requirement does not apply to Brig M&FP messhalls

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

a. State time frame to police the grounds, sidewalks, entrances, exit ways, lawns, flower gardens, telephone booths, ash receptacles, trash cans, dumpster and grease receptacle pads, etc.,. Refer to TE2.

- b. State time frame to clean a ten (10) foot area around each dumpster.
- c. State time frame to sweep sidewalks and clean entire area.
- d. State time frame to sweep and clean around entrances and exits.

e. Additional Cleaning and/or Maintenance. Weather, traffic or other conditions may demand additional cleaning or maintenance by the Contractor to keep grounds clean and provide safe access to facilities. State time frame to begin cleaning after weather conditions return to normal.

(1) Perform additional cleaning and/or maintenance for each messball approximately ten (10) times per year for distinguished visitors or special inspections.

(2) Snow and Ice Removal. State time frame to begin removal of snow and ice from sidewalks, doorways, exterior foyers, loading docks, and all other access areas to allow passage of patrons and employees after precipitation stops.

f. Outdoor Patio Area and Furniture, if applicable.

(1) State time frame to police the patio area and furniture. Cleaning (during meal periods) shall be done in such a manner that no dust is raised.

(2) State time frame to sweep, clean, and remove all scuff marks from the floor and furniture to include all access routes.

(3) State time frame to scrub deck with solution of hot water and soap and rinse thoroughly.

**C5.16** <u>CLEANING SUPPLIES AND MATERIAL</u> The Contractor shall furnish custodial and cleaning equipment and supplies such as buffers, buffer pads, brooms, dust pans, mops, mop ringers/buckets etc., in accordance with Section C4, to perform the various tasks to the standards of this contract. All cleaning and dish/pot washing chemicals and solvents shall be provided by the Governments as stated in C3.6. The Contractor shall ensure employees use Government-provided chemicals per manufacturer's instructions, to include applicable dilution rations. The Contractor shall ensure storage of all cleaning liquids, powders, and/or chemicals are in their original containers and secured in noncorrosive lockers, cabinets or shelves. Wood cabinets or shelves shall not be used. Ensure cleaning supplies are not stored above, below or next to raw or cooked food, whether items are boxed or unboxed. Storage of cleaning equipment such as mops, brooms, pails, etc., shall be in designated areas designed for that purpose. Storage of these items in rest rooms or in direct view of the patron is not accpetable. All items shall be stored away from subsistence storage.

In the Brig M&FP messhalls the requirements above only apply as a those Contractor-responsible areas of the messhall such as the galley, bake shop, salad room, storage areas, employee rest rooms office spaces, etc.

#### C5.17 FOOD PREPARATION AND SERVING EQUIPMENT (FPSE) MAINTENANCE AND REPAIR

(M&R). The Contractor shall provide sufficient personnel to perform all food preparation and serving equipment maintenance and repair in all messhalls under this contract as specified in Section C4 of this contract.

**C5.18 ADMINISTRATIVE REOUIREMENTS.** The Contractor is responsible for providing all administrative functions and reporting requirements as specified herein The Contractor shall collect, compile, and maintain on file, data necessary to support the requirements of this contract. All automated forms under the MCFMIS shall be prepared IAW the MCFMIS Users Guide. The Contractor shall be responsible for reproducing copies of all required reports and submittals.

Disregarit ubparagraphs I through 4 and subparagraphs (0.620) Brig M& PP mershalls

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform administrative service for each of the following items:

1. Controlled Forms. Designate an individual to receive and account for the pre-numbered NAVMC 10298 form (Cash Meal Payment Sheet) and the NAVMC 10789 form (Meal Verification Record) from the Collection Agent and shall secure the forms in a locked safe or similar container and account for them at all times. The Contractor shall not record more than one day's transaction on a Cash Meal Payment Sheet or Meal Verification Record.

2. Errors on Controlled Forms. Any errors made on controlled forms shall have a single line drawn through the error and initials of cashier and customer indicating correction.

#### 3. Missing, Lost, Stolen, Destroyed NAVMC 10298 and 10789 Forms.

a. The Contractor shall notify the Contracting Officer orally (state time frame) that a form NAVMC 10298 has been lost.

b. The Contractor shall provide written confirmation of the loss to the Contracting Officer. State time frame (in hours).

c. Missing, lost, stolen or destroyed NAVMC 10298 and 10789 forms shall be considered to be completely filled with names, and the Contractor shall reimburse the Government for each line.

d. Reimbursement. The rate of reimbursement shall be at the full food cost lunch meal rate. Reimbursement for lost NAVMC 10289 forms shall be made to the Government by check made payable to the "Disbursing Officer, DFAS, Kansas City Center" (which may be abbreviated as "DisbO, DFAS, Ks Cty Ctr" and delivered to the local Base/ Station Food Service Officer within three (3) business days of the loss.

#### 4. Cash Deposits.

a. The Contractor shall be responsible for all cash from the time of collection until receipted for by the Government. The NAVMC 10298 form shall be used to effect all cash turn-ins from cashiers. Cashier (s) shall deposit funds and NAVMC 10298 form with the Government authorized custodians.

b. Funds collected with the NAVMC 10298 forms shall not exceed \$3000.00 prior to turn-in to local Base/Station Food Service Office Collection Agent. Funds and NAVMC 10298 forms shall be turned in to the Collection Agent no less than three times each week, on Tuesdays, Wednesdays and Fridays. Funds the NAVMC 10298 forms may be turned in on other days with approval from the local Base/Station Food Service Officer or their designated representative.

5. Equipment Replacement Program. Each Contract Mess Manager shall maintain an updated/current Messhall Equipment Replacement Records (MERR) for their respective messhall as equipment changes occur. The Government will remove/replace or otherwise rearrange GFE and provide the Mess Manager with a receipt for the change in equipment status. It becomes the Contractor's responsibility to ensure that the messhall MERR reflects the changes as they occur and the receipts are kept on file. The MERR will not require signature by other than Mess Managers. Government replacement of equipment will be in writing and will be issued under the "Government Property" clause of this contract.

6. Poster/Displays. The Contractor shall display posters furnished by the Government which may pertain to fire prevention, nutrition and weight control programs, health and sanitation measures, accident prevention, Marine Corps Community Services (MCCS) activities, and/or similar items pertinent to Marine Corps activities and the general Marine population.

7. Publications. One complete set of the Government publications listed in Section C7, will be provided to the Contractor by the Government for each full food service messhall. Requirements for distribution of changes and supplements will be established by the local Base/Station Food Service Office. The Contractor shall maintain a complete library of all publications in accordance with paragraph C7.1 and associated subparagraphs. Publications removed or lost by Contract personnel shall be replaced at Contractor's expense.

8. Records and Files. Records and files shall be made available to any individual authorized access by the Contracting Officer. Files shall be established and maintained per MCO P10110.14 and current directives. These files shall be and remain the property of the Government and shall be turned over to the Government upon the destruction dates established in the above regulations or upon completion or termination of the contract.

9. Food Establishment Inspection Report Follow-up. Regardless of the number of critical or noncritical violations assigned on the Food Establishment Inspection Report (NAVMED 6240/1) by the Preventive Medicine Authority (PMA), each Contract Messhall Manager shall immediately implement corrective action on all violations noted. In addition, a written follow-up report shall be submitted to the Occupational Health/Preventive Medicine Department (copy to the local Base/Station Food Service Officer/COR), within seven (7) business days detailing the corrective action taken by management to resolve all violations.

10. Procurement and Maintenance of Expendable Supplies. The Contractor shall maintain stockage of Government provided expendable supplies within each messhall through purchases from the local Base/Station Direct Stock Supply Center (DSSC). Contractor purchases shall be made with Government Operations and Maintenance (O & M) funds in the form of monetary credits. Each Contractor operated facility shall earn a monthly allowance in the form of monetary credits (refer to below) to maintain its initial inventory. (Refer to TE5).

11. Monetary Credits for Procurement of Government Expendable Supplies. The Contractor shall generate monetary credits for procurement of Government expendable supplies in each messhall as follows:

a. Man-Day Fed Report. The amount credited quarterly will be equal to the total number of mandays fed during the previous month, minus Contractor employee meals, times the weighted monthly index cost of supplies. b. Field Feeding, Recreational Meals and Field Meet Support. Local Base/Station Food Service Operations and Maintenance Marine Corps (O&MMC) funds will be provided to acquire disposable paper/plasticware for field feeding and garrison fast food /carry-out operations. Messhall disposable paper gear procured with O&MMC funds will not be issued to units for recreational meals and/or field meets. In these cases procurement of disposable items will be the sole responsibility of the Government requesting the meals.

c. Excess Expenses. This allowance is not intended to cover expenses incurred for use of paper/plastic ware during non-availability of dishwashing machines and items not stocked at DSSC Self Service. These items will be provided for separately by the Government as the need dictates.

d. **Receipts.** For each messhall, the Contractor shall maintain and furnish to the local Base/Station Food Service Officer copies of all receipts (Self Service Center Shopping Lists, NAVMC 10700) for items obtained from the DSSC. The Contractor shall not obtain items solely to expend credits, nor to exceed required levels established by the initial inventory, unless justified by increased support requirements.

e. Additional O&M Fund Credits. In the event that O&M fund credits provided by the Government are not sufficient to maintain required levels, the Contractor may request additional O&M funds from the local Base/Station Food Service Officer. Requests shall be prepared in writing for each messhall as follows:

(1) DSSC Self Service Receipts. Copy of all current fiscal year self service receipts which previous purchases.

(2) Losses. Documentation of monthly losses, e.g., breakage, pilferage.

(3) Justification. Statement of Justification for additional needs which indicates that losses were through no fault of the Contractor or that funds were insufficient to maintain required stocks.

12. Conservation of Government-Furnished Expendable Supplies. The Contractor shall be responsible for excessive loss and/or breakage of Government-furnished expendable supplies listing in TE5. Excessive is defined as missing, lost or otherwise unaccounted for, to include breakage of expendable supplies which are quantities reasonably considered consumed in the messhall over a ten (10) day period of normal messhall operations. Discussions may take place between the Government and the Contractor to obtain a level of reasonableness. Upon completion or termination of this contact, a joint inventory of Government-furnished supplies shall be conducted by the Contractor and the Government. The Contractor shall be responsible for any losses or unserviceable expendable supplies issued by the Government.

13. Administrative Functions for the Marine Corps Food Management Information System (MCFMIS). The Contractor shall utilize the Marine Corps' Food Management Information System (MCFMIS) and the following administrative requirements are necessary. Section C2.3 contains all MCFMIS-related terms, system functions and acronyms. The following is a minor representation of some of the MCFMIS functions and requirements and is not all inclusive.

a. Maintaining Messhall Accounting Records. The Contractor shall utilize the MCFMIS system to maintain messhall accounting records. In the event MCFMIS becomes inoperable, the Contractor shall follow manual instructions contained in MCO P10110.14, for maintaining messhall accounting records. Assistance can be obtained from the local Base/Station Food Service Office.

b. **Production Guide (PROGUIDE).** The Contractor shall use the ProGuide function in conjunction with the regional Master Menu to plan and document meals prepared and served. Instructions for completion of this form are contained in the MCFMIS Users Guide. Other instructions shall be published as required through local Base/Station Food Service directives. A separate ProGuide shall be prepared for each meal, i.e., breakfast, lunch, dinner, box lunches, recreational meals, etc.

c. Advanced Preparation Worksheet (PREPREP). The Contractor shall use this form as a working document to ensure timely preparation from the vegetable preparation area to the galley. Instructions for this form are contained in MCO P10110.14 and MCFMIS User Guide. The completed PrePrep form may be discarded following use at Contract Manager's discretion.

d. **Recipe Quantification (RECQUA).** The Contractor shall use this form or adjustment column of the recipe card to make required increases or decreases to recipes while preparing items. RECQUA may be discarded at the Contract Manager's discretion following use.

#### e. Inventory Transaction Review (INVREV) and Ingredient Inventory History

(INGHSTRY). The Contractor shall maintain inventory control programs in MCFMIS for each subsistence item on hand at the messhall. Instructions for inventory control are contained in MCO P10110.14, MCFMIS User Guide and local Base/Station Food Service directives. Inventory control programs shall be maintained by personnel other than Contractor personnel who issue or receive subsistence items.

f. Picklist (PICKLIST). The Contractor shall use MCFMIS Picklist to record issues and returns from storage areas to preparation areas within the messhall. The Picklist shall be prepared in accordance with MCO P10110.14 and other local Base/Station Food Service directives.

**C5.19** <u>MISCELLANEOUS REOUIREMENTS.</u> The Contractor shall be responsible for all miscellaneous service requirements as described below.

#### Disregard subparagraphs 5 and 6 below for Brig M&FP messhalls

**C5.19.1 Insect and Rodent Control.** Conduct messhall operations in a sanitary manner to prevent attractions of insects, vermin and rodents. If an infestation of vermin occurs, the Contractor shall notify (state time frame in minutes) the local Base/Station Food Service Officer verbally. Pest control treatments will be provided by the Government as required.

**C5.19.2 Pest Control Fogging.** In the event the Government decides to fog mess halls for pest control, the Contractor will be given forty-eight (48) hours prior notice of pest control fogging. Services required prior to reopening the facility shall be specified in a change order issued by the Contracting Officer under the "CHANGES" clause of this contract.

C5.19.3 Fogging Preparation. The Contractor shall follow the procedures listed below:

a. Move all sealed jars and cans to the front of shelves.

b. All other food shall be placed in refrigerators or removed from areas receiving treatment.

c. Automatic dishwasher and all sinks shall be emptied.

d. Eatingware and utensils shall be removed from the area receiving treatment or shall be placed on tables and covered with a clean cloth.

e. Condiment containers shall be removed from the area receiving treatment or shall be placed on tables and covered with a clean cloth.

f. After fogging, dish racks and any other items left in scullery shall be run through the dishwashing machine.

(1) All items shall be returned to their original position prior to the start of the first meal period of the following day.

(2) All messhall and dining area equipment must be wiped down with hot soapy water and rinsed prior to the serving of the first meal period after spraying.

**C5.19.4.** Lost and Found Articles. State time frame when all unclaimed items found shall be turned over to the Government.

**C5.19.5.** Messhall Decorations. The Contractor shall decorate the interior of each messhall with decorations provided by the Government as follows:

a. <u>Marine Corps Birthday Meal</u>. The Contractor shall decorate each messhall with Marine Corps Birthday decorations. These items may normally include Marine Corps Birthday place mats, napkins, flag sets, banners and other items. All decorations removed shall be neatly boxed and returned to the proper storage area.

b. <u>Thanksgiving</u>. Decorate each messhall (State time frame in days) prior to Thanksgiving. Thanksgiving decorations shall be removed following Thanksgiving Day. All decorations removed shall be neatly boxed and returned to the proper storage area.

Y

c. Christmas. Decorate each messhall prior to Christmas Day. Christmas decorations shall be removed by prior to 1 January each year. All decorations removed shall be neatly boxed and returned to the proper storage area.

**C5.19.6** Furniture Rearranging. The Contractor shall move dining room tables, chairs and room dividers for meetings and group meals and return same after the function has concluded. The frequency of these functions averages four (4) times annually exclusive of the Marine Corps Birthday, Thanksgiving and Christmas. Occasional rearrangement of furniture, partitions and decorations shall be accomplished to improve aesthetics, or for other reasons established by the Government.

**C5.19.7** Awards Program. The Contractor shall participate in Quarterly Best Messhall Awards and annual Captain Edward Francis NEY/Major General W. P. T. Hill Award Programs, as outlined in C7.

C5.19.8 Annual, Semiannual, or Quarterly Technical Inspections (TI's). The Contractor is responsible for to prepare for and participate in the Marine Corps Base/Station Food Service annual, semiannual or quarterly Technical Inspection (TI) Programs. The TI occurrence may be annual, semiannual or once a quarter and will replace that month's Quality Assurance (QA) planned inspection under the provisions of the Quality Assurance Surveillance Plan (QASP). The Contractor will be notified in writing by the Government as to the upcoming TI schedule for each location as scheduled by the local Base/Station Food Service Officer.

#### C5.20 SERVICE TASK MATRIX.

FAST FOOD CARRY-OUT SERVING LINES

Legend: Y = Yes. This service task applies to a particular section.

N = No. This service task does not apply to a particular section. Variation = A variation of this service task exists within this service task as it relates to similar service

SERVICE TASK PARAGRAPH TITLE	C5A (FFS)	C5B (M&MA)	C5C (BRIGS)
GENERAL INFORMATION	Y	Y	Y
MESSHALL MANAGEMENT	Y	Y	Y
MENU PLANNING	Y	Y	Y
FULL MENU SERVICE	Y	- <u>N</u>	Y
PROCURE & ACCT FOR SUBSISTENCE	<u> </u>	Y	Y
STORAGE OF SUBSISTENCE	Y	Y	Y
REFRIGERATED SUBS TEMP CHECKS	Y	Y	Y
FOOD PREPARATION	Y	<u>N</u>	Y
FOOD PROTECTION AND HANDLING	Y	Y	Y
CASHIER SERVICE	<u> </u>	Y	N
CUSTOMER COMMENT	Y	Y	Y
MAIN ENTREE AND FAST FOOD SERVING LINES	Y	Y	<u>N</u>

Y

Y

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DELI BAR SERVICE	Y	Y	Y
SELF SERVE/CONTRACTOR SERVED SPECIALTY BARS	Y	Y	VARIATION
SALAD BAR	Y	Y	VARIATION
SPECIALTY BARS	Y	Y	VARIATION
DESSERT BAR	Y	Y	VARIATION
CONDIMENT SERVICE	Y	Y	N
BREAD DISPENSING SERVICE	Y	Y	N
BEVERAGE DISPENSING SERVICE	Y	Y	N
MILK DISPENSING	Y	Y	N

# C5.20 SERVICE TASK MATRIX. (Cont'd)

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	C5A	C5B	C5C
SERVICE TASK PARAGRAPH TITLE	(FFS)	(M&MA)	(BRIGS)
ICE AND ICE DISPENSING	Y	Y	VARIATION
ICE CREAM DISPENSING	Y	Y	N
SELF-SERVICE SUBSISTENCE SUPPORT SVCS	Y	Y	Y
MEAL SUPPORT AND/OR PREP FOR CONSUMPTION AWAY FROM THE MESSHALLS	Y	Y	Y
SANITATION & HOUSEKEEPING	Y	Y	VARIATION
DINING AREA PREP	Y	Y	N
WINDOWS, FLOORS,	Y	Y	<u>N</u>
WALLS, DOORS AND MISC FIXTURES	Y	Y	VARIATION
DISHWASHING SERVICE	Y	Y	N
POTS, PANS AND UTENSILS	Y	Y	N
EQUIP CLEANING SERVICE	Y	Y	VARIATION
TRASH AND GARBAGE SERVICE	Y	Y	VARIATION
RESTROOMS	Y	Y	VARIATION
GI HOUSE	Y	Y	N
GREASE, RECOVERY AND DISPOSAL	Y	Y	VARIATION
CONTRACTOR OFFICE SPACES	Y	Y	Y

SUPPLIES, MATERIAL AND EQUIP	Y	Y	Y
FOOD PREPARATION AND SERVING EQUIPMENT (FPSE) MAINTENANCE AND REPAIR (M&R)	Y	Y	Ŷ
GROUNDS MAINTENANCE	Y	Y	<u>N</u>
ADMIN REQMTS	Y	Y	Y
MISC REQMTS	Y	Y	Y

#### **SECTION C5A**

#### SPECIFIC TASKS FOR FULL FOOD SERVICE (FFS)

**C5A.1 GENERAL INFORMATION.** This section contains those requirements relative to Full Food Service (FFS) functions/tasks. In addition to the specific Full Food Service (FFS) tasks contained in this section , all "general" service tasks listed in the previous section (Section C5) of this contract are also applicable in their entirety. In other words, all contract requirements listed in C5 and this section (C5A) constitute all FFS service tasks required under this contract. Therefore, the Contractor shall be responsible for the performance of all Full Food Service requirements of this contract, except as noted, and shall provide sufficient personnel to perform all required tasks, as scheduled, in project and messhall management, food preparation and serving, and custodian services.

**C5A.2** FOOD PREPARATION. The Contractor shall perform complete meal preparation services (prepare and/or provide) all menu items, meals, baked goods, specialty bars, beverages, and meals to be consumed away from the messhalls. The Contractor shall comply with the regional Master Menu and authorized changes, MCO P10110.42 (Armed Forces Recipe Service), the MCFMIS Production Guide and all authorized changes made by the local Base/Station Food Service Officers. All food prepared in Government messhalls and Contractor produced/sourced items from Central Production Facility (ies), if used, shall be prepared and stored in accordance with provisions contained in NAVMED P-5010, Manual of Naval Preventive Medicine, Chapter 1, Food Safety.

**C5A.2.1 Standard Recipes.** The Contractor shall prepare all menu items listed on the regional Master Menu by following the recipes contained in the Armed Forces Recipe Service or manufacturers instructions contained on the package. Requests for deviations from the standard recipes shall be forwarded to the local Base/Station Food Service for consideration.

**C5A.2.3 Pre-Prepared Foods and /or Ready to Eat Foods.** The Contract shall process pre-prepared foods and/or ready to eat foods according to manufacturers instructions.

C5A.2.4 Garnishing. Food items shall be garnished before being placed on the serving lines.

**C5A.2.5 Food Preparation Surfaces.** The Contractor shall prepare food on surfaces that have been cleaned, rinsed, sanitized, and dried in accordance with NAVMED P-5010, Manual of Naval Preventive Medicine, Chapter 1, Food Safety.

\*Technical Proposal Requirement (s): Describe how you propose to staff and perform the following services:

## 1. Food Production Controls.

a. Plan and document food production and usage for each meal and messhall.

b. Determine the quantities of each menu item from past records (historical data) as adjusted for expected attendance.

c. Plan and document food production and usage for all types of subsistence and meal service, fast food/carry-out, salad bars, specialty bars, box (bag) lunches, baked goods, and field meals prepared from in-house ingredients for each meal period and messhall.

#### 2. Desserts and Baked Goods.

a. Prepare and bake cakes, pies, pastries and other baked items such as biscuits, combread, muffins and rolls (unless issued through direct vendor delivery).

b. Bake items (state time frame in hours) prior to start of the meal to ensure fresh products are served.

c. Prepare desserts as required by the Master Menu.

d. Prepare/decorate cakes several times a year, (Marine Corps Birthday/holidays) and upon request by the local Base/Station Food Service Officer. The Government will notify the Contractor not less than 15 calendar days prior to the occasion.

**3.** Progressive Cookery and Preparation. State procedures for performing progressive food preparation of selected food items at various intervals to ensure fresh, high quality cooked food is available to patrons on a continuous basis (to match the patron flow) throughout the meal period and to reduce food waste and excessive leftovers Examples are; eggs-to -order, pancakes, waffles, breakfast potatoes, grilled-to-order steaks, most lunch and dinner vegetables, many fast food sandwiches such as hamburgers, chicken fillet, fish fillets, hot dogs, BBQ rib patties, chicken nuggets, french fries, and onion rings, (except, most soups, gravies, meat sauces and other sauces).

4. Cooking Poultry and Dressing. State minimum internal cooking temperature in degrees fahrenheit for poultry, poultry dressing, stuffed meats, and dressings containing stuffed meats. <u>Poultry shall not be stuffed.</u>

5. Cooking Pork, Fish and Ground Meats. State minimum internal cooking temperature in degrees fahrenheit for all pork; including foods containing pork; fish and ground meats.

### 6. Cooking Beef, Roast Beef and Corned Beef.

a. State minimum internal cooking temperature in degrees fahrenheit.

b. State minimum holding temperature for service in degrees fahrenheit.

## 7. Cooking Potentially Hazardous Raw Food.

a. State minimum internal cooking temperature in degrees fahrenheit.

b. State how liquid, frozen, or dehydrated egg products shall be used.

#### 8. Reheating Potentially Hazardous Food.

a. State minimum heating temperature in degrees fahrenheit for refrigerated of frozen food.

b. State how you will avoid using equipment not designed for reheating. (Steam tables, warmers, or other hot food holding equipment, etc.)

9. Temperature of Chilled Food for Serving. State minimum chill temperature in degrees fahrenheit prior to being placed on serving lines.

10. Food Protection from Customer Contamination. State procedures for protecting food from customer contamination.

11. Proper Cooking Temperatures. State how you will ensure that proper cooking temperatures are maintained.

**C5A.3 FULL MENU SERVICE.** The Contractor shall provide and prepare the full menu service, to include multi-entree menus, self-serve entrees, specialty bars, and meals prepared for consumption away from the messhall using the regional Master Menu provided as Attachment I of this contract. The Contractor shall not deviate from the regional Master Menu without written approval from the local Base/Station Food Service Officer.

#### C5A.4 MAIN ENTREE SERVING LINES AND FAST FOOD/CARRY-OUT SERVICES.

C5A.4.1 MAIN ENTREE SERVING LINES. The Contractor shall be responsible for providing main entree serving line services including main entree preparation from the main entree serving lines such as eggs-to-order, grilled steaks, etc., serving line setup, meal serving, replenishment, tear down and cleanup.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

#### 1. Preparation and Set-Up.

a. State the time (in minutes) that serving lines will be prepared and set up before start of meal period.

b. State method you will use to prepare and set up (assemble, transport serving utensils, plates, bowls, etc.), obtain all menu items and supplies, prepare and place garnish and arrange food on serving lines, etc.

#### 2. Food Serving.

a. Greet patrons.

b. Comply with serving guidelines, menu compliments, etc.

c. Staff and perform service to slice meats i.e., prime rib, standing rib roast, ham, etc., if required for special occasions or holidays.

d. Serving prescribed food portion sizes.

e. Use serving utensils when serving food and how they will be stored between each serving use.

f. Serve seconds to patrons upon their request.

3. Patron Flow. State how you will staff and maintain a minimum of eight (8) patrons per minute on each line. The patron flow rate will commence after the patron is processed through the cashier/meal verification station.

## 4. Replenishment.

a. State (in minutes) how soon menu items, beverages and ice will be replenished before/after

depletion.

down.

b. State (in minutes) how soon tableware, utensils, dishes, glasses, bowls, trays and condiments, etc,. will be replenished before or when depleted.

## 5. Breakdown.

a. State (in minutes) how soon you will breakdown and remove food from serving lines, not earlier than 15 minutes after end of meal period.

b. State methods that will be used to breakdown serving lines.

## 6. Leftovers.

a. State (in minutes) how soon leftover food items will be taken to the galley after the line is broken

b. State (in minutes) how soon leftover counts (quantity of leftover items by portion count) will be recorded after the meal period.

c. State how you will prepare leftover food items for storage.

d. State how leftover potentially hazardous foods requiring refrigeration will be handled.

e. State how foods that are not commercially packaged or unwrapped (except fresh fruits and vegetables) will be handled.

#### 7. Spills.

a. State (in minutes) how soon spills will be wiped after occurrence.

b. State (in minutes) how soon debris and trash spilled on counters and floors, etc., will be cleaned after occurrence.

8. Cleaning of Serving Lines and Area. State in detail proposed cleaning procedures you will use per Technical Exhibit 8 (TE8)to ensure serving lines are properly cleaned to include glass, plexiglass guards/covers; removal of scale, rust, grease, streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc.

a. During Meal. State all items that will be cleaned during the meal. (State time frames).

b. After Meal. State all items that will be cleaned after the meal. (State time frames).

c. **Daily.** State all items that will be cleaned daily. (State time frames).

**C5A.4.2** FAST FOOD/CARRY-OUT SERVICE. The Contractor shall provide sufficient cooks and mess attendants to prepare, support and serve fast food/carry-out meals per the regional Master Menu and the following requirements. All Contractor personnel employed as fast food/carry-out cooks shall follow the regional Master Menu, Armed Forces Recipe Service and the daily MCFMIS Production Guide (RecQual/MenQual).

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

## 1. Preparation And Set-Up.

a. State the time (in minutes) that serving lines will be prepared and set up before start of meal period.

b. State method you will use to prepare and set up (assemble, transport, set up all serving utensils (plates, bowls, disposable paper products, etc.), obtain all menu items and supplies, place garnish and arrange food on serving lines, etc.

2. Prepare Food Items. State proposed time (in minutes) that you will prepare each of the following fast food items prior to start of each meal period:

a. Grilled and deep fat fried items (e.g., beef patties, franks, ribs, eggs, fish portions, corn dogs, etc.)

b. French fries and onion rings.

c. Assorted turnovers.

d. Cold sandwiches. State time (in minutes) that you will prepare cold sandwiches prior to serving to

a patron.

## 3. Food Serving.

- a. Greet patrons.
- b. Offer patrons the choice to "eat-in" or carry-out".
- c. Serve eat-in meals on serving trays provided by the Government.
- e. Serve prescribed food portion sizes.
- f. Place carry-out meals in appropriate bags/containers.
- g. Comply with serving guidelines, menu compliments, etc.
- h. Use serving utensils when serving food and store properly between uses.
- i. Serve "seconds" to patrons upon request.

4. Patron Flow. State how you will staff and maintain a minimum of five (5) patrons per minute on each fast food/carry-out line. The patron flow rate will commence after the patron in processed through the cashier/meal verification station.

#### 5. Replenishment.

a. State time frame (in minutes) how soon menu items, beverages and ice will be replenished before/after depletion.

b. State time frame (in minutes) how soon disposables and condiments, etc., will be replenished before or when depleted.

c. All menu items to be available to all patrons throughout meal period.

#### 6. Breakdown.

a. State (time frame in minutes) how soon you will breakdown and remove food from serving lines, not earlier than 15 minutes after the end of the meal period.

b. State methods that will be used to breakdown serving lines.

## 7. Leftovers.

a. State time frame (in minutes) how soon leftover food items will be taken to the galley after the line is broken down.

b. State time frame (in minutes) how soon leftover counts (quantity of leftover items by portion count) will be recorded after the meal period.

c. State how you will prepare leftover food items for storage.

d. State how foods that are not commercially packaged or unwrapped (except fresh fruits and vegetables) will be handled.

#### 8. Spills.

a. State time frame (in minutes) how soon spills will be wiped after occurrence.

b. State time frame (in minutes) how soon debris and trash spilled on counters and floors, etc., will be cleaned after occurrence.

9. Cleaning of Serving Lines and Area. The Contractor shall ensure serving lines and area are properly cleaned to include glass, plexiglass guards/covers; removal of scale, rust, grease, streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc.

a. During Meal. State all items that will be cleaned during the meal. (State time frames).

b. After Meal. State all items that will be cleaned after the meal. (State time frames).

c. Daily. State all items that will be cleaned daily. (State time frames).

10. Seconds. Serve seconds to the patrons upon their request as follows:

a. The Mess Manager will establish the seconds policy for each meal per the Master menu. Chief

cooks, cooks, and/or Contractor serving line personnel are not authorized to establish seconds policy on their own. b. Seconds will only be provided to those patrons that return to the serving line and are in line behind

other patrons. Head-of-the-line privileges are not authorized for the serving of seconds.

# C5A.5 MEALS PREPARED FOR CONSUMPTION AWAY FROM MESSHALL (FIELD, BOX,

**<u>RECREATIONAL AND SPECIAL MEALS</u>**. The Contractor shall provide cooks and mess attendant personnel necessary for complete meal support service for meals to be consumed away from the messhall.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

#### 1. Field Meals.

a. Retrieve and transport food containers from storage areas to food preparation areas.

b. Prepare, package and fill transport containers with complete meals, hot/cold beverages and ice.

c. Place transport containers on hand trucks, move hand trucks to the loading docks and assist Government personnel in loading onto Government vehicles (Contractor personnel are not required to enter the loading/storage area of the transport vehicle and may remain on the loading dock).

d. Ensure personnel are available to assist in vehicle loading (State time frame in minutes you will respond to a verbal assistance request by the Government).

e. Clean spills or trash from loading docks (state time in minutes) after occurrence.

f. Return Of Food Transport Containers and Components to the messhall.

(1) Assist in unloading all transport containers and associated equipment from transport vehicles.

(2) Transport all soiled containers, and associated equipment to the pot shack and/or scullery area for disposal of uneaten food/beverages, cleaning and storing.

(3) Return all unopened subsistence items such as bread, condiments, etc., to the galley.

(4) Clean and sanitize all containers and associated equipment in the pot shack and/or scullery area and return to storage and/or service areas. (Containers and equipment shall not be cleaned in the GI or back dock areas with a hose (except if they have mud and dust on the outside).

(5) State (time frame in minutes) that cleaning will be accomplished after return to the messhall.

(6) State procedures to accomplish cleaning of field equipment after notification is given by the Government of late return.

(7) Reassemble all transport containers and equipment after cleaning prior to returning to storage/staging area.

**2. Box/Bagged Meals.** Boxed or bagged meals shall be prepared for consumption away from the messhall. These meals are not to be confused with packaged meals served from the fast food area.

a. Ensure personnel are available to assist the Government to ensure meals are ready for issue by the prescribed time. State time frame (in minutes) that you will respond to a verbal assistance request by the Government).

b. Retrieve containers or bags from storage areas, place bread racks or other equipment, stamp each container or bag with a Government-provided rubber stamp identification marking (In the event the Government-furnished rubber stamp is not available, the Contractor shall hand write information on bags/boxes to include the messhall number, date/time prepared, date of issue, the statement "Discard after three hours of receipt at the messhall", and initials of person preparing the meal).

c. Prepare box/bagged lunches to include wrapping menu components, i.e., sandwiches, salad packs, pastry/desserts, and/or retrieve packaged goods (potato chips, commercially package pastries, individually packaged beverages, etc.) from the subsistence storage areas.

d. Fill box containers or bags with menu components to ensure that each container has a full meal per the regional Master Menu for that menu day.

e. Transport box/bagged lunches to refrigerated storage of loading docks for transportation by the Government.

f. Retrieve all racks and/or other transport assistance equipment from the back dock and return to storage area.

3. Recreational Meals.

a. Prepare a separate Production Guide (Pro Guide) for each specific recreational meal event.

b. Prepare quantities of recreational meals by time frame specified by the Government.

c. Place quantities of prepared recreational meals into appropriate transport containers, inserts, sheets, pans, etc. for transportation.

d. Assemble all serving utensils, condiments and beverages.

e. Account for meals by obtaining appropriate signatures on the Cash Meal Payment of Meal Verification Records from Government personnel assigned to pick up recreational meals.

f. Fill out and obtain signatures on the Equipment Custody Record (ECR card) for equipment, transport containers, utensils, etc. Upon return of all equipment to the messhall, the Equipment Custody Receipt (ECR cards) will be destroyed.

g. Transport all meals and equipment to the rear loading dock for placement on Government vehicles by Government personnel.

h. Following the event, retrieve all equipment and leftover recreational meals and/or components from the back dock and transport to the pot shack and/or scullery for cleaning.

i. Discard all leftover recreational event food, beverages, condiments, etc. Leftover recreational meal items may be unfit for human consumption and shall not be used in the messhall operation.

j. Ensure personnel are available to assist in vehicle loading and unloading. (State time frame in minutes you will respond to a verbal assistance request by the Government).

4. Serving/Headcount. Obtain appropriate signatures/cash collections from unit representatives prior to food leaving the messhall.

5. Special Meals. Special meals include ethnic meals, family day meals, or other meals requested by the Area Commander. These meals are in addition to holiday meals such as Thanksgiving and Christmas. The Contractor shall not prepare special meals unless approved by the local Base/Station Food Service Officer.

a. State your procedures for response to the Government's seven (7) calendar day advance written notice of scheduled special meal dates and times. The written notice will indicate when the requested menu items are not included in the current regional Master Menu.

C5A.6 SEPARATE MASTER MENU FOR FEMALE RECRUITS AT MCRD PARRIS ISLAND. The

Contractor is required to follow, in its entirety, a separate female recruit Master Menu (vice the Regional Master Menu) for the Fourth Recruit Training Battalion primarily at Messhall #926 at MCRD Parris Island, SC and other messhalls as specified below. The MCRD Parris Island Food Service Officer will reviewed this menu annually and provide any changes to the Contractor at that time.

**C5A.6.1** The Fourth Recruit Training Battalion is the only female recruit training battalion in the United States Marine Corps. During the recruit training process female recruits experience substantial weight gain which is generally not the case with their male counterparts. Therefore, the Government has developed a separate Master Menu for the women recruits that is lower in overall calories. A typical 28-day cyclic menu, this menu incorporates lower fat breakfast items, turkey-based products as versus beef products, and uses cooking methods that do not add calories during the preparation process.

**C5A.6.2** The female recruit population subsisting in the recruit messhalls consists of two categories. First, the regular female recruit population using the reduced calorie master menu and secondly, those female recruits on "weight control" which will subsist primarily on a low calorie pre-portioned meal. Requirements for subsisting both category of female recruits is provided below. Male recruits will not be served the reduced calorie menu. Women recruit training battalion staff (permanent personnel) will generally subsist on the reduced calorie menu but may choose to take larger portions.

C5A.6.3 Female recruits subsisting in Fourth Recruit Training Battalion Messhall #926.

**C5A.6.3.1** The Contractor will use the reduced calorie master menu and permanent personnel (non-recruit personnel) will subsist from the same menu with larger portion sizes, if they desire.

C5A.6.3.2 Female recruits on weight control will be served a low calorie pre-portioned meal, such as "Chef Pantry".

C5A.6.4 Female recruits subsisting in the Weapons and Field Training Battalion Messhall #740 (previously MH's 700 and 769).

**C5A.6.4.1** For the breakfast meal, when supporting female recruits, the Contractor will designate one serving line/area for serving the female recruits and use the reduced calorie master menu. Male recruits on the remaining serving lines will be served items from the regional master menu.

C5A.6.4.2 For the lunch meal, the female recruits will be served the reduced calorie bag lunch menu.

**C5A.6.4.3** For the dinner meal, all female recruits will subsist on the low calorie pre-portioned meals. A minimum of three choices of low calorie pre-portioned meal will be offered to the female recruits. If a certain selection of the low calorie pre-portioned meal proves more popular than the other two choices and the most popular choice is depleted during the meal period, the remaining selections will be served. However, there shall always be a minimum of two low calorie pre-portioned meal selections during each meal period.

C5A.6.5 Female recruits subsisting in the Headquarters and Service Battalion Messhall #149. On occasion Messhall #926 will close for brief periods for cyclic maintenance and other purposes. Therefore, female recruits will subsist in Messhall #149 as such the following provisions apply.

C5A.6.5.1 The Contractor messhall manager will use the reduced calorie master menu and permanent personnel (non-recruit personnel) will subsist from the same menu with larger portion sizes, if they desire.

C5A.6.5.2 Female recruits on weight control will be served a low calorie pre-portioned meal, such as "Chef Pantry".

#### **SECTION C5B**

#### SPECIFIC TASKS FOR MANAGEMENT AND MESS ATTENDANT (M&MA) SERVICES

**C5B.1** <u>GENERAL INFORMATION.</u> This section contains those requirements relative to Management and Mess Attendant (M&MA) functions/tasks. In addition to the specific M&MA tasks contained in this section, all general service tasks listed in Section C5 of this contract are also applicable in their entirety. Therefore, the Contractor shall be responsible for the performance of all M&MA requirements of this contract and shall provide sufficient personnel to perform all required tasks, as scheduled, to preclude delays in management and custodial services. The following applies:

**C5B.1.1** The Contractor shall provide all vegetable preparation services for Government food service personnel and all salad room production related tasks.

**C5B.1.4** The Government will provide all food preparation services (main entree line, fast food/carry-out baking, and specialty bar prep (with the exception of salad room type items)) for M&MA designated messhalls.

C5B.1.2 At no time shall the Contractor and Government personnel tradeoff or switch any area of responsibility.

**C5B.2** <u>MESSHALL MANAGEMENT AND MASTER MENU PLANNING AND COMPLIANCE.</u> The Contractor shall provide messhall management services for each M&MA messhall under the provisions of this contract. Each M&MA messhall shall be staffed with a Contractor messhall manager, MCFMIS clerk, mess attendant supervisors, storeroom and salad room personnel. Messhall managerial functions include planning, organizing, directing and coordinating all various aspects of a large institutional food service operation.

**C5B.2.1** Master Menu Planning Board. The Contract Project Manager, Messhall Manager (s) or Contractor designated representatives shall attend the menu planning board meeting annually as established by the regional Food Service Office at Camp Lejeune, NC. Average length of this meeting is eight (8) hours (two 4-hour sessions). The Government will provide the Contractor all applicable board minutes of the meeting and an advance copy of the proposed regional Master Menu.

**C5B.2.2** Master Menu Pre-Menu Planning Board Review. In addition to attending the Master Menu Planning Board meeting, the Contractor shall be required to review the proposed Master Menu prior to the menu planning board meeting.

**C5B.2.3** Master Menu Compliance. Under the Management and Mess Attendant (M&MA) service tasks of this contract, the food preparation is primarily performed by the Government. However, the Contractor (Mess Manager) is responsible to ensure that the Master Menu is complied with in all M&MA messhalls. This includes ensuring that appropriate quantities of subsistence supplies are available to support the regional Master Menu. The contract Messhall Manager shall support the following service tasks as well:

**C5B.2.3.1** The regional Master Menu shall be used by the Contractor for all meals and meal components prepared and served. This mandatory menu includes all main entree, fast food (eat-in and take out), salads, desserts, specialty bars, box lunches, field (vat canned) meals and all special meals. The regional Master Menu is revised annually.

**C5B.2.4** Master Menu Changes. Changes to the regional Master Menu (deletions or deviations from the prescribed menu items) must be requested in writing and approved in advanced by the local Base/Station Food Service Officer. Messhall Managers are authorized menu additions to further compliment customer service and/or to prevent outages/shortages of menu items.

#### SECTION C5C

# SPECIFIC TASKS FOR BRIG MESSHALL MANAGEMENT AND FOOD PREPARATION (M&FP) SERVICES

# THIS SECTION ONLY APPLIES TO THE MARINE CORPS BRIG MESSHALLS LOCATED AT MARINE CORPS BASE (MCB) QUANTICO, VIRGINIA; AND MCB CAMP LEJEUNE, NORTH CAROLINA.

**C5C.1** <u>GENERAL INFORMATION.</u> This section contains those requirements relative to Brig Messhall Management and Food Preparation (M&FP) functions/tasks. In addition to the specific Brig M&FP tasks contained in this section, all "general" service tasks listed in Section C5 of this contract are also applicable in their entirety, unless otherwise stated in Section C5. In other words, all contract requirements listed in C5 and this section (C5C) constitute all Brig M&FP service tasks required under this contract. Therefore, the Contractor shall be responsible for the performance of all Brig M&FP requirements of this contract, except as noted, and shall provide sufficient personnel to perform all required tasks, as scheduled, to preclude delays in management and food preparation services.

**C5C.1.1** Paragraphs C5C.2 through C5C.15 of this section specifically address those "special" considerations necessary in order to provide contract mess services in Marine Corps Brigs. Paragraphs C5C.16 and beyond are directly related to food services. Additionally, refer to Section C5 "General Service Tasks Applicable To All Messhalls Under This Contract" for additional service tasks regarding Brig M&FP messhall services.

# C5C.2 SPECIAL CONDITIONS REGARDING CONTRACTOR MESS SERVICES PROVIDED IN

<u>MARINE CORPS BRIGS.</u> Marine Corps Brigs (correctional facilities) are similar in mission and scope to that of federal and state prisons. Security and safeguarding of staff and prisoner population is paramount. Therefore, as specified in the following sections, the Contractor shall be keenly aware and resilient in the hiring, training, and conduct of Contractor personnel in the performance of services under this contract.

**C5C.2.1** The Contractor Messhall Manager will ensure that the quality and quantity of the food served to prisoners in Marine Corps Brigs is identical to that served in the enlisted messhalls for the general base/station population. The Mess Manager will also ensure that sanitation, food preparation and serving meet established criteria and that the preparation and serving of restricted diets, bread and water meals, and diminished rations conform to the requirements of this contract, direction by the Commanding Officer of each Brig, and the Naval Corrections Manual provided as Attachment II.

**C5C.2.2** Issues such as contractor personnel standards of conduct, Government-provided security training, contractor personnel hiring standards, security and accounting of flatware and other food service hand tools, special quarters meals (segregated feeding), and menu and ration considerations all require specific and detailed attention by the Contractor.

#### C5C.3 SPECIAL CONTRACTOR PERSONNEL HIRING AND TRAINING STANDARDS.

C5C.3.1. Contractor Hiring.

**C5C.3.1.1** Contract personnel employed to work in a Marine Corps Brig must not have a criminal record background with felony and/or convictions involving moral turpitude.

C5C.3.1.2 Contract personnel employed to work in a Marine Corps Brig must not have a history of illegal drug use and/or alcohol abuse.

**C5C3.1.3** Contract personnel working in a Marine Corps Brig messhall cannot be immediately or distantly related to any prisoner incarcerated in the same Marine Corps Brig. If a situation arises where a relative of a contractor employee should become incarcerated in the Brig, the Contractor shall immediately move the employee to another contract facility.

# C5C5 SPECIAL CONSIDERATIONS REGARDING HIRING OF FEMALE EMPLOYEES FOR MALE-

**ONLY BRIGS.** The Marine Corps presently has two large male-only Brigs in operation at this time. They are located at Marine Corps Base Camp LeJeune, NC and Camp Pendleton, CA. Although not totally excluded from having female staff members onboard by naval regulations and other directives, the Contractor may want to consider excluding female contract employees in these male-only facilities as a matter of employee/personal safety. The Marine Corps Brig at Marine Corps Base Quantico, VA is the only Brig that confines female prisoners. All Brigs, however, often employ female staff members.

# C5C6 SPECIAL CONSIDERATIONS REGARDING BRIG ENTRY/EGRESS PROCEDURES FOR

<u>CONTRACTOR PERSONNEL</u>. Contractor personnel entering/departing the Marine Corps Brig compound will observe Brig policies and procedures as outlined by the local Commanding Officer of the Brig. The following requirements are considered generic to all Marine Corps Brigs.

**C5C6.1** Each Contractor employee working in a Marine Corps Brig will be issued a photo identification (ID) badge. This ID badge will be worn on the employees person at all times while within the Brig security perimeter, above the waist, and displayed in such a manner that Government personnel can view the badge at all times.

**C5C6.2** Contractor employee privately-owned vehicle (POV) keys will often be relinquished to the Government upon entering the Brig facility. The Government will provide a receipt for POV keys. Upon leaving the Brig compound at the end their shift, Contractor personnel will exchange their POV receipt for their personal POV keys. Contractor employee vehicles located within close proximity of the Brig itself shall have all vehicle doors and windows locked prior to entering the facility. Day bags, backpacks, briefcase, etc., is subject to search by Brig security personnel. Any items considered to be contraband by Government will be confiscated by the Government.

# **C5C7** SPECIAL CONSIDERATIONS REGARDING FOOD SERVICE VOCATIONAL TRAINING OF PRISONER COOKS. As part of the Marine Corps Brigs prisoner rehabilitation process, prisoners in Marine Corps Brigs participate in the Bureau of Apprenticeship and Training, U.S. Department of Labor Apprenticeship Program.

C5C7.1 This participation will include "prisoner cooks" working side-by-side with contractor personnel in food preparation areas. The number of prisoner cooks participating in this program averages between five (5) to fifteen (15) prisoners per Brig per day (seven days per week).

**C5C7.2** The Contractor may consider a reduced number of contractor-employed cooks for these buildings. However, the Contractor remains ultimately responsible for successful performance of all contract requirements, regardless of the number of prisoner cooks working in the Brig messhall under the Apprenticeship Program.

C5C7.3 Additionally, prisoner cooks cannot fully complete a menu product unless totally (in plain view) supervised by a Contractor cook.

**C5C7.4** The Contractor will be required to document the daily progress/duties of each prisoner cook on an apprenticeship program form provided by the Government. The average time to complete the apprenticeship form is 10-15 minutes for all prisoner cooks, daily.

**C5C8** <u>"SPECIAL OUARTERS" MEALS</u>. Certain prisoners in Marine Corps Brigs are confined to their cells for all or partial periods of their incarceration. These "special quarters" meals must be delivered to prisoners. Delivery of meals to prisoners located in special quarters will be conducted by the Government. However, the food preparation, portion control, packing and staging of prepared meals and condiments for special quarters is the responsibility of the Contractor. These "special quarters" meals may also contain reduced calorie meals as determined by the Government. The special quarters meals average between 15 to 30 meals daily. The following special quarters meals processes must be strictly followed:

**C5C8.1** Individual meal calorie counts for each prisoner in "Special Quarters" are determined by the Brig Disciplinary and Administrative (D&A) Board and published to the Duty Brig Supervisors (DBS).

**C5C8.2** The Duty Brig Supervisor will coordinated with Contractor personnel in the Brig messhall before each meal on the calorie make-up of each meal before food production begins. The DBS will personally observe the Contractor portioning of each individual's ration to ensure it complies with prescribed calorie count leveled by Brig personnel and as listed on the calorie adjustment form. The calorie count adjustment form will dictate the length an individual prisoner is on a reduced diet.

**C5C8.3** Contractor personnel (preferably the Chief Cook) will talley the amount of calories for each individual meal as specified on the Government's calorie adjustment form.

**C5C8.4** Contractor personnel will ensure that all meal components (i.e., entree, starch, vegetables, dessert, beverages, condiments, etc.) are available for each individual for each meal provided.

**C5C8.5** The Contractor will deliver meal carts from the messhall/ mess deck to the special quarters receiving area at which point the Government will assume delivery responsibility of the meals to special quarters prisoners. The Government will notify the Contractor when to retrieve the meal carts for return to the messhall/ mess deck. The Contractor will retrieve the special quarters meal cart within 10 minutes of notification by the Government.

**C5C8.6** Upon receipt of the meal cart from special quarters, the Contractor will completely discard **all** food items on/in the meal cart, both opened or unopened. Utilization of leftovers from special quarters meal carts is not permitted.

C5C8.7 The Contractor shall clean the special quarters meal carts and return them to service for the next meal.

C5C9 <u>SPECIAL FEEDING SUPPORT FOR MARINE CORPS BRIGS.</u> The Contractor shall furnish special feeding support for Marine Corps Brigs as contained in this contract. The specific feeding events requirements are addresses below.

C5C9.1 Prayer Breakfasts. The Contractor shall provide support for Brig prayer breakfast

**C5C9.2** <u>Staff and Officer Breakfast (Professional Military Education)</u>. One day per month or as otherwise scheduled by the Government the Contractor shall support this event.

C5C9.3 <u>Marine Corps Birthday Meal and Ceremony</u>. The Contractor shall provide support relative to the placement of Marine Corps place mats, napkins, and other Marine Corps Birthday meal and ceremony requirements as requested by the Government.

**C5C9.4** <u>VIP's, Guests, and Visiting Dignitaries.</u> The Contractor shall provide feeding support for Brig visitors such as VIP's, guests, and visiting dignitaries as requested by the Government.

**C5C9.5** <u>Muslim Holiday of Ramadan (Dec-Feb each year)</u>. For Muslim prisoners in the Brigs, the Contractor shall be prepared to feed these patrons prior to the sun rising each day and again after sunset during the December, January and February time frame each year. These patrons will not eat a midday meal. Specific numbers will be provided by the Government accordingly.

# C5C10 SPECIAL ACCOUNTABILITY AND SECURITY CONSIDERATIONS REGARDING MESSHALL OFFICE SUPPLIES, FOOD SERVICE UTENSILS AND HAND TOOLS, EQUIPMENT AND PACKAGING

**MATERIALS.** As a secure correctional facility, Marine Corps Brigs maintain a high sense of security relative to particular items which have the possibility of being used as weapons by prisoners. Therefore, the following requirements pertain and must be strictly adhered to the fullest extent. The Government cannot and will not accept anything less than 100% compliance with the following security/accounting procedures regarding messhall office supplies, eating utensils, dinnerware, food service hand tools/equipment and certain types of packaging material.

C5C10.1 Office Supplies. The Contractor may not possess scissors, letter openers, fingernail files, or other sharp instruments either on their person or in the Messhall office spaces used by the Contractor within the Brig compound.

**C5C10.2 Eating Utensils.** The following steps for accountability and security of messhall eating utensils (silverware) will be used for each meal period daily.

**C5C10.2.1** Prior to each meal, the silverware (stainless steel) will be provided to the Contractor by the Government. Each prisoner is required to take one knife, one folk and one spoon, regardless of whether they use that utensil or not.

**C5C10.2.2** Following use by the patrons (staff and prisoners) silverware will be returned by the patron to the dish washing area and each item placed in separate containers. The Contractor will provide a separate container of hot soapy water each for knives, folks, and spoons. The Government will provide security personnel near the containers to observe prisoners placing silverware in each container.

**C5C10.2.3** Once the meal is completed and all soiled eating utensils are placed in the soaking containers, the Contractor will wash the utensils in the dishwasher and then return the clean utensils to Government personnel for a physical count of the utensils to take place. Once the physical count by the Government is completed, the Government will return the eating utensils to the Contractor for an immediate second washing. Once the second washing is completed the Contractor will place these items in their prescribed dispensers and return to them to the Government to be secured until the start of the next meal period.

**C5C10.2.4** Should missing eating utensils be discovered by the Government, the Government may institute an immediate "count" procedure as outlined in paragraph C5C.11, below.

**C5C10.3 Dinnerware.** Plastic plates (dinner and pastry) and/or plastic compartmentlized trays, bowls, cups, glasses are the only authorized items to be used in Marine Corps Brig messhalls. Additionally, the Government restricts the number of tumblers/cups of each prisoner to one (1) item per prisoner per meal.

**C5C10.4 Food Service Hand Tools.** Food service hand tools consists of all types of knives, meat forks, meat and pocket thermometers, pizza knives and related food service equipment blades that have a possibility of being used as a weapon. The following procedures are established to ensure accountability of these items.

**C5C10.4.1** The Government will secure these items in an approved manner to ensure security of these items. One manner is a integral, secure, and lockable "shadow" board. The Contractor will locate the Government Mess Deck Supervisor to obtain access to the shadow board.

C5C10.4.2 Food service hand tools will be returned to the Government at the end of each day for proper securing.

C5C10.4.3 If an item is missing "count" procedures as discussed in paragraph C5C11, below, will be instituted until the item is found.

**C5C10.5** Accountability for Broken Utensils, Dinnerware and Food Service Hand Tools. Any eating utensils, dinnerware and/or food service hand tools which become broken or otherwise unusable shall be turned over to the Government for proper disposal by Brig personnel. At no time will Brig Contractor personnel dispose of these broken items in the trash.

**C5C10.6** Packaging Material. Glass bottles/jars and metal cans require additional attention to prevent the possibility for use as a weapon. The Contractor shall use individual portion pack or portion control items to minimize the need for bottles, jars and metal cans. For example, jams, jellies, ketchup, mustard, soy sauce and other items shall be procured to minimize the use of certain types of packing material.

**C5C10.6.1** <u>Glass Bottles and Jars</u>. The use of glass bottles and jars will be kept to a minimum throughout the facility. However, when they are opened the entire contents must be emptied into a non-lethal container. The empty glass bottle/jar will be centrally located and accounted for by the Chief Cook.

**C5C10.6.2** <u>Metal Cans</u>. Metal cans that are opened during food preparation and serving shall not have the lid completely detached from the can. The lid will remain attached to the can for proper disposal as directed by the Government.

**C5C11** <u>PRISONER "COUNT" PROCEDURES</u>. In the event Government/Brig personnel determine that "count" procedures are warranted the following processes take place. All instructions for count procedures will be broadcast via a public address system in the Brig. These counts may be conducted on a scheduled or unscheduled basis, to include an in-place or billeting area count.

**C5C11.1** During Government "count" procedures no Contractor personnel will leave the messhall/messdeck area into another section of the Brig. No Contractor personnel shift changes will occur during countdown procedures. Prisoners will "freeze" in place until instructed to move about by Government personnel.

**C5C11.2** Unless instructed otherwise by Government personnel, Contractor personnel shall continue to perform their specific tasks while "count" procedures are in progress.

C5C11.3 The command "count secure" will be announced by the Government which indicates a resumption of normal procedures. Employee shift changes can occur at this time.

**C5C12 PRISONER "LOCKDOWN" PROCEDURES.** The Government (Commanding Officer of each Brig), may institute "lockdown" procedures Brig-wide in order to maintain secure operations. "Lockdown" could occur due to an investigation, prisoner escape, an unstable condition, and/or a confrontational environment. The Government expects full support of the Contractor in this regard. Contract personnel will continue to perform their service tasks unless otherwise directed by Brig personnel. Additionally, the serving of meals may be affected by a "lockdown". The Government may choose to feed the prisoner population in billeting areas or within the messhall, all at the same time or in smaller groups. Although "lockdown" procedures are situational in nature the Government averages between six (6) to eight (8) lockdowns per year.

# C5C13 SPECIAL CONSIDERATION REGARDING FOOD SERVICE CHEMICALS AND CLEANING SUPPLIES.

C5C13.1 All stocks of chemicals and cleaning supplies of will remain stored outside the Brig messhall and only the amount needed for immediate cleaning will be on-hand inside the Brig messhall.

C5C13.2 Some compounds such as lighter fluid, Brasso, yeast, cayenne pepper and vanilla extract are not authorized for use in Marine Corps Brigs.

C5C13.3 The Contractor shall obtain approval prior to procuring any new chemicals or cleaning supplies for use in Marine Corps Brigs.

#### C5C14 SPECIAL CONSIDERATION REGARDING BRIG EMERGENCY RESPONSE ISSUES.

Contractor personnel working in Marine Corps Brig messhalls might experience disruptions due to emergency response. Contractor personnel shall adhere to all Government instructions in these situations such as the fire evacuation bill, inclement weather situations, bomb threat procedures, etc.

**C5C15** <u>MARINE CORPS BRIG INSPECTIONS.</u> Marine Corps Brigs undergo annual and tri-annual inspections as required by Marine Corps and Naval directives. The annual Brig inspection is normally conducted by the local command. The tri-annual inspection of Marine Corps Brigs is conducted by Headquarters Marine Corps Corrections personnel. The Contractor shall prepare for these inspections by Brig personnel which normally includes a review of housekeeping, sanitation efforts, tool control, and mess procedures.

**C5C16** <u>GENERAL FOOD SERVICE INFORMATION.</u> The Contractor shall be responsible for the performance of Brig messhall Management and Food Preparation (M&FP) service requirements of this contract, except as noted, and shall provide sufficient personnel to perform all required tasks, as scheduled, to preclude delays in management, meal preparation and serving activities.

**C5C16.1** The Contractor shall provide all vegetable preparation services and all salad room related tasks.

**C5C16.2** At no time shall the Contractor and Government personnel tradeoff or switch any area of responsibility.

C5C16.3 Contractor personnel shall not be used to perform any duties that are not stated in this contract.

**C5C16.4** The <u>Government</u> will provide all mess attendant services for Brig M&FPdesignated messhalls as addressed in Section C3, paragraph C3.5.2.

**C5C17** FOOD PREPARATION. The Contractor shall perform complete meal service (prepare and/or provide all menu items, meals, baked goods and beverages) and comply with standard recipes per the regional Master Menu and authorized changes, MCO P10110.42, Armed Forces Recipe Service, MCFMIS Production Guide and all authorized changes by the local Base/Station Food Service Officer.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

## 1. Food Production Controls.

a. Plan and document food production and usage for each meal and messhall.

b. Determine the quantities of each menu item from past records (historical data) as adjusted for expected attendance.

c. Plan and document food production and usage for all types of subsistence and meal service, fast food/carry-out, salad bars, specialty bars, box (bag) lunches, baked goods, and field meals prepared from in-house ingredients for each meal period and messhall.

#### 2. Baked Goods.

a. Prepare and bake cakes, pies, pastries and other baked items such as biscuits, combread, muffins and rolls (unless issued through direct vendor delivery).

b. Bake items (state time frame in hours) prior to start of the meal to ensure fresh products are served.

c. Prepare/decorate cakes several times a year, (Marine Corps Birthday/holidays) and upon request by the local Base/Station Food Service Officer. The Government will notify the Contractor not less than 15 calendar days prior to the occasion.

3. Progressive Cookery and Preparation. State procedures for performing progressive food preparation of selected food items at various intervals to ensure fresh, high quality cooked food is available to patrons on a continuous basis (to match the patron flow) throughout the meal period and to reduce food waste and excessive leftovers Examples are; eggs-to-order, pancakes, waffles, breakfast potatoes, grilled-to-order steaks, most lunch and dinner vegetables, many fast food sandwiches such as hamburgers, chicken fillet, fish fillets, hot dogs, BBQ rib patties, chicken nuggets, french fries, and onion rings, (except, most soups, gravies, meat sauces and other sauces).

**C5C18** <u>FULL MENU SERVICE</u>. The Contractor shall provide and prepare the full menu service, to include multi-entree menus, self-serve entrees, using the regional Master Menu as provided in Attachment I. The Contractor shall not deviate from the Master Menu without prior verbal or written approval from the local Base/Station Food Service Officer.

C5C19. <u>FAST FOOD/CARRY-OUT SERVICE</u>. The Contractor shall provide sufficient cooks and mess attendants to prepare, support and serve fast food/carry-out meals per the Master Menu and the following

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requirements. All Contractor personnel employed as fast food/carry-out cooks shall follow the Armed Forces Recipe Service, Master Menu, and the daily Production Guide (RecQual/MenQual).

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following services:

# 1. Preparation And Set-Up.

a. State the time (in minutes) that serving lines will be prepared and set up before start of meal period.

b. State method you will use to prepare and set up (assemble, transport, set up all serving utensils (plates, bowls, disposable paper products, etc.), obtain all menu items and supplies, place garnish and arrange food on serving lines, etc.

2. Prepare Food Items. State proposed time (in minutes) that you will prepare each of the following fast food items prior to start of each meal period:

- a. Grilled and deep fat fried items (e.g., beef patties, franks, ribs, eggs, fish portions, corn dogs, etc.)
- b. French fries and onion rings.
- c. Assorted turnovers.
- d. Cold sandwiches. State time (in minutes) that you will prepare cold sandwiches prior to serving to

a patron.

## 3. Food Serving.

- a. Greet patrons.
- b. Offer patrons the choice to "eat-in" or carry-out".
- c. Serve eat-in meals on Government provided serving trays.
- d. Serve prescribed food portion sizes.
- e. Place carry-out meals in appropriate bags/containers.
- f. Comply with serving guidelines, menu compliments, etc.
- g. Use serving utensils when serving food and store properly between uses.
- h. Serve seconds to patrons upon request.

4. Patron Flow. State how you will staff and maintain a minimum of five (5) patrons per minute on each line. The patron flow rate will commence after the patron in processed through the cashier/meal verification station.

#### 5. Replenishment.

a. State time frame (in minutes) how soon menu items, beverages and ice will be replenished before/after depletion.

b. State time frame (in minutes) how soon tableware, utensils, dishes, glasses, bowls, trays and condiments, etc., will be replenished before or when depleted.

c. All menu items to be available to all patrons throughout meal period.

#### 6. Breakdown.

a. State (time frame in minutes) how soon you will breakdown and remove food from serving lines, not earlier than 15 minutes after the end of the meal period.

b. State methods that will be used to breakdown serving lines.

#### 7. Leftovers.

a. State time frame (in minutes) how soon leftover food items will be taken to the galley after the line is broken down.

b. State time frame (in minutes) how soon leftover counts (quantity of leftover items by portion count) will be recorded after the meal period.

c. State how you will prepare and store leftover food items.

d. State how foods that are not commercially packaged or unwrapped (except fresh fruits and vegetables) will be handled.

#### 8. Spills.

a. State time frame (in minutes) how soon spills will be wiped after occurrence.

b. State time frame (in minutes) how soon debris and trash spilled on counters and floors, etc., will be cleaned after occurrence.

9. Cleaning of Serving Lines and Area. The Contractor shall ensure serving lines and area are properly cleaned to include glass, plexiglass guards/covers; removal of scale, rust, grease, streaks, food residue, dirt, dust, fingerprints, smudges and foreign matter, etc.

a. During Meal. State all items that will be cleaned during the meal. (State time frames).

b. After Meal. State all items that will be cleaned after the meal. (State time frames).

c. Daily. State all items that will be cleaned daily. (State time frames).

10. Seconds. Serve seconds to the patrons upon their request as follows:

a. The Mess Manager will establish the seconds policy for each meal per the Master Menu. Chief cooks, cooks, and/or Contractor serving line personnel are not authorized to establish seconds policy on their own.

b. Seconds will only be provided to those patrons that return to the serving line and are in line behind other patrons. Head-of-the-line privileges are not authorized for the serving of seconds.

**C5C20** <u>SELF-SERVICE SUBSISTENCE SUPPORT SERVICES</u>. The Contractor shall provide self-service subsistence support to the Government mess attendants in order to properly service self-serve areas within each messhall. Messhall patrons shall not be inconvenienced or delayed by untimely availability of Contractor personnel for replenishment of these items. These subsistence items include but not limited to the following:

1. All self-serve beverages such as milk, coffee, ice tea, soda dispensing containers, CO2 bottles, etc.

2. Assorted breads and bread products

3. Table top condiments such as ketchup, meat sauce, soy sauce, hot (pepper) sauce, bulk salt and pepper,

etc.

4. Packaged individual condiments such as ketchup, mustard, jams, jellies, peanut butter, etc.,

5. Decorative cart items such as individual box ready-to-eat cereals, fresh fruits, bread products, etc.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

1. State time frame (in minutes) that you will respond to the Government's request for self-service item replenishments.

C5C21 ICE MAKING MACHINES (Food preparation areas only) AND ICE AVAILABILITY TO THE GOVERNMENT. The Contractor shall be responsible for ice making machines located in the areas of the messhall that are the responsibility of the Contractor in regard to cleaning, maintaining, etc. Additionally, the Contractor shall allow Government mess attendant personnel in Brig messhalls access to the ice machines for replenishment of beverage machines, serving line ice dispensers, display pans, salad bars, cold food bars, etc. The Government will be responsible for floor cleaning in the event mess attendants spill ice or water on the floor near the ice machines.

\*Technical Proposal Requirement (s): State in detail how you propose to staff and perform the following service:

1. Preparation and Setup.

a. Make ice machines available to the Government (in minutes) before start of the meal period.

2. Replenishment. Allow the Government access to ice making dispensing equipment to maintain availability throughout the meal period. State time frame (in minutes) how soon ice will be replenished before/after depletion.

3. Spills. Clean all spills within (state time frame in minutes) after occurrence.

4. Cleaning Of Ice Machines and Surrounding Surfaces and Areas. The Contractor shall properly clean ice machines and surfaces to be free of streaks, grease, food residue, dirt, dust, fingerprints, smudges, and foreign matter.

cleaned.

a. State the frequency that exterior and interior of ice making machines and surfaces will be

b. State time frame (during/after meal/daily) that ice machines in the food preparation areas will be disassembled, cleaned and reassembled if necessary.

**C5C21.1** Ice Making Machine Testing. The Contractor shall cooperate with Preventive Medicine Authority or other authorized personnel required to test ice and ice making machines. Should the ice or ice making machine (s) be identified by PMA personnel as contaminated, the Contractor shall immediately dispose of all ice produced and remaining in the ice bin. Any ice that has been relocated from the contaminated machine to salad bars, pans, and/or ice dispensers shall also be immediately disposed of as well. The identified machine (s) shall be unplugged from the power source and marked "Do Not Use" until corrective action has been taken by the Government. It will remain in this status until the machine is re-tested and cleared for use by PMA personnel. If this situation causes significant impact on the operation and services rendered the Contractor shall notify the local Base/Station Food Service Office to procure ice through other sources.

#### **SECTION C6**

#### SUPPLEMENTARY SUPPORT SERVICE TASKS

**C6.1** <u>GENERAL INFORMATION.</u> This section contains supplementary support requirements relating to additional support services, functions, and meal events listed by installation and messhall numbers, below. These requirements are *in addition* to all other requirements contained in this contract. Meal counts are contained in Technical Exhibits 2 under the general meal counts. The following paragraphs describe the requirements in greater detail. Contractor coordination with each installation and command/messhall requiring the service support is paramount as many of these events are high visibility functions.

# C6.1.1 SPECIAL SUPPORT TASKS FOR EAST COAST FULL FOOD SERVICE (FFS) MESSHALLS:

Installation and Quantity	Messhall Building Number	Special Support Tasks
Marine Barracks, Washington, DC	Tower 1, Post 5 Marine Barracks	Post Parade Feeding, Training Support Requests, Annual Battalion and Post Parade Season Picnics.
Marine Corps Base, Quantico, VA	Messhall 2000 (Bruce Hall)	Marine Corps Birthday Pageant Support and Annual Marine Corps Marathon Support.
	Messhall 24165 (O'Bannon Hall)	Infantry Officer Course (IOC) Graduation Breakfasts.
Marine Corps Recruit Depot, Parris Island, SC	Messhall 590	Crucible, warrior breakfast and vatted field meal support.
	Messhall 600	Crucible, warrior breakfast and vatted field meal support.
-	Messhall 410	Crucible, warrior breakfast and vatted field meal support.
	Messhall 926	Crucible, warrior breakfast and vatted field meal support.
	Messhall 769	Vatted Field Meal Support Only

# C6.1.2 SPECIAL SUPPORT TASKS FOR EAST COAST MANAGEMENT AND MESS ATTENDANT (M&MA) MESSHALLS

Installation and Quantity	Messhall Building Number	Special Support Tasks
Marine Corps Base, Camp Lejeune, Jacksonville, NC	Messhall FC-420	Raw subsistence support to port operations messhall at Morehead City, NC

# C6.2 SUPPLEMENTARY SUPPORT SERVICE TASKS BY INSTALLATION AND MESSHALL,

#### C6.2.1 Marine Barracks, 8th and I Streets, Washington, DC - Messhall Tower 1, Post 5.

**C6.2.1.1** Post Parade Feeding. The Contractor shall provide Post parade feeding every Friday during April through Oct of each year, from 3:30 p.m. to 6:00p.m. in the garrison messhall. The Post Parade feeding meal count is contained in Technical Exhibit 2 for this messhall. Tablecloths and candles on each table is required and will be provided by the Government.

**C6.2.1.2** Training Support Requests (TSR). The Contractor shall support all approved TSR's submitted by the Government (Battalion and Public Affairs Office (PAO)). This requirement shall to feed special groups either with prepared meals in the messhall or support with box lunches. These groups may include Boy Scouts of America, Young Marines. Royal Air Cadets, and various other youth groups.

**C6.2.1.3** Annual Battalion and Post Parade Season Picnics. The Contractor is required to support these functions from the messhall and occur twice a year. A separate Letter of Instruction (LOI) will be published by the Government (local command) and provide the Contractor with specific information for these events.

#### C6.2.2 Marine Corps Base (MCB), Quantico, VA.

a. Officer Candiddate School (OCS) Crucible Support (from the Basic School messhall (24165). This support will consist of sports drinks, hot and/or cold beverages and assorted fresh fruits appropriately packaged by the contractor for transportation to the field by the Government.

#### C6.2.2.1 Messhall 2000.

**C6.2.2.1.1** Marine Corps Birthday Pageant Field Meet Support. In early November of each year Messhall 2000 supports a Marine Corps Birthday Celebration, Pageant and Field Meet at an outside arena, nearby. The Contractor shall provide all meal and beverage support as requested by and coordinated with the local Food Service Officer/COR. The FY99 meal count for this event was approximately 2,000 meals.

**C6.2.2.1.2** Annual Marine Corps Marathon Box Lunch Meal Support. Messhall 2000 the Contractor shall also provide box lunch support. The FY99 meal count for this requirement was 3,500 box lunches. This is a once a year requirement and normally occurs in late October or early November. Specific dates will be provided by the Government once the Marathon Committee establishes the event date.

**C6.2.2.2** Messhall 24165 (The Basic School). Infantry Officer's Course (IOC) Graduation Breakfast Meal Support. Approximately, one-hundred and twenty meals are served six times per year in the garrison messhall. This requirement occurs normally on Fridays and requires extended meal hours (quarterly hours) for the breakfast meal.

#### C6.2.3 Marine Corps Base (MCB), Camp Lejeune, NC.

**C6.2.3.1** Messhall FC-420. Messhall FC-420 provides raw subsistence items in support of Marine Corps port operations located in Morehead City, NC approximately 50 miles from the Camp Lejeune, NC complex. The raw subsistence requirement is the only external support required by the Contractor at this messhall, outside the purview of the requirements listed elsewhere in this contract. The Contractor is not required to transport these subsistence items o Morehead City, NC.

**C6.2.3.1.1** Due to operational commitments, schedules and the fluidity of same, the Government cannot provide the Contractor number of occasions that this service is required. When required, the Government will request raw subsistence products from the Contractor Mess Manager for Messhall FC-420 as soon as the Government has knowledge of the applicable port operations support requirements. The Contractor shall procure the subsistence items in sufficient time to accommodate the request from the Government and assist the Government in the loading of raw subsistence onto Government vehicles. The Government will return all applicable meal count documents

and associated funds collected to the Contractor Mess Manager at Messhall FC-420 for appropriate processing of meal count data.

**C6.2.4** <u>Marine Corps Recruit Depot (MCRD), Parris Island, SC.</u> The Contractor is required to provide supplementary service support for MCRD Parris Island consisting of crucible support, warrior breakfasts support and vatted field meals for recruits and recruit training personnel. Crucible and warrior breakfasts meal support applies to all messhalls at MCRD Parris Island with the exception of Messhalls 149, 700 and 769. Vatted meal support is provide from all messhalls with the exception of Messhalls 149 and 700. Vatted meals are provided from Messhall 769. All vatted field meal counts are provided in each messhalls Technical Exhibit 2 (TE2), paragraph 9b. Vatted field meal service requirements are contained in Section C5, paragraph C5.9. The Government will transport vatted field meals.

**C6.2.4.1** Crucible Support. The recruit crucible support from each messhall listed below consists of preparation of sports drink beverages, providing salt packets and assorted fresh fruits. The Contractor shall prepare and stage for transportation by the Government applicable crucible items as requested by the Government.

Messhall Providing Support	Occurrence	Estimated Number of Servings
Messhall 590 - 1st Recruit Training Battalion	14 times per year	500
Messhall 600 - 2d Recruit Training Battalion	14 times per year	750
Messhall 410 - 3d Recruit Training Battalion	13 times per year	450
Messhall 926 - 4th Recruit Training Battalion	21 times per year	300

**C6.2.4.2** Warrior Breakfasts. Warrior Breakfast support consists of preparing and serving full meal compliments A typical warrior breakfast meal consists of omelets, steak, sausage links, grits, hash browns, sausage gravy, biscuits, waffles, syrup, honey, canned carbonated beverages, assorted cereal, assorted pastry, assorted noncarbonated beverages, assorted breads, muffins, bagels, and assorted fruit. This meal is only served to crucible recruits after they complete the rigorous crucible training cycle. These prepared meals are provided in each garrison messhall and are served following the regularly scheduled breakfast meal. They are usually held on Thursday or Saturday mornings.

Messhall	Occurrence	Serving Hours	Number of Meals
Messhall 590 - 1st Recruit Training Battalion	14 times per year	0930-1045	500
Messhall 600 - 2d Recruit Training Battalion	14 times per year	0930-1045	750
Messhall 410 - 3d Recruit Training Battalion	13 times per year	0930-1045	450
Messhall 926 - 4th Recruit Training Battalion	21 times per year	0930-1045	300

# **SECTION C7**

# APPLICABLE DIRECTIVES, PUBLICATIONS AND BLANK FORMS

**C7.1** <u>GENERAL INFORMATION.</u> Directives, publications and blank forms applicable to this statement of work (SOW) are listed in this section. The Government has coded the publications as mandatory (M) or advisory (A) to assist the Contractor in understanding and execution. The Contractor may request assistance from the local Base/Station Food Service Officer for interpretation or explanation of food service regulations or reports contained herein.

**C7.1.1** The Contractor shall follow and use those publications coded as mandatory to the extent (specific procedure in a paragraph, section, chapter or volume) specified in the SOW.

**C7.1.2** The Contractor shall be guided by those coded advisory destination to the extent necessary to accomplish requirements in the SOW.

**C7.1.3** At the start of the contract, the Government will provide an initial issue of directives, publications and blank forms.

**C7.1.4** The Contractor shall adhere to these documents unless otherwise specified in this contract or as instructed by the Contracting Officer or local Base/Station Food Service Officer.

**C7.1.5** The Government may issue supplements and/or amendments to these publications during the term of the contract. Therefore these document supplements and/or amendments shall be considered to be in effect upon physical receipt of the change at the contracted facilities unless it impacts upon contract price. In such cases involving contract price, the Contractor shall notify the Contracting Officer. Changes in services involving contract price shall only begin upon receipt of a change order issued by the Contracting Officer. In cases where a decrease or no change in the contract price is affected by the supplement and/or amendment, the Contractor will implement all changes immediately.

**C7.1.5.1** The Government will consider changes in the contract price impact due to supplements and/or amendments under the "Changes" clause contained herein.

C7.1.6 The Contractor shall keep all Government issued publications posted and up-to-date.

**C7.1.7** Upon completion of the contract, the Contractor shall return to the Government all issued directives, publications and unused blank Government forms.

C7.2 <u>PUBLICATION CODES.</u> The following publication codes are provided to assist the Contractor with identification of publications required for use in the performance of contract service contained herein.

Abbreviation	Narrative Description
BO	Base Order (e.g., MCB Quantico, Camp Lejeune. etc)
DD	Department of Defense Form
MCO	Marine Corps Order
NAVCOMPT	Navy Comptroller
NAVHOSP	Naval Hospital
NAVMC	Navy/Marine Corps
NAVMED	Naval Medicine
NAVFAC	Navy Facilities
SECNAVINST	Secretary of the Navy Instruction
SF	Standard Form

## C7.3 PUBLICATIONS AND BLANK FORMS.

**C7.3.1 Publications.** All publications listed below are applicable to all contracted messhalls with the exception of the Navy Corrections Manual. The Navy Corrections Manual is only applicable to the Marine Corps Brigs under this contract.

PUBLICATION	PUBLICATION	EFFECTIVE	MANDATORY (M)
NUMBER	TITLE	DATE	OR ADVISORY (A)
MCO 4340	<b>REPORTING OF MISSING,</b>	8 AUG 94	М
	LOST, STOLEN, OR		
	<b>RECOVERED SUPPLY ITEMS</b>		
MCO 5101.8	<b>GROUND MISHAP REPORT</b>	1 MAR 85	M
NAVMED P5010-1	MANUAL FOR NAVAL		М
	<b>PREVENTATIVE MEDICINE</b>	17 AUG 99	
	Chapter 1 - Food Safety		
MCO P10110.14L	SOP FOR FOOD SERVICE	1989	<u>M</u>
MCO P10110.17C	MARINE CORPS NUTRITION	4 DEC 87	М
	AND MENU PLANNING		
MCO P10110.34D	MARINE CORPS FOOD	AUG 88	Μ
	SERVICE PROGRAM		
	(POLICY)		
MCO P10110.42	ARMED FORCES RECIPE	1 MAY 80	М
	SERVICE		
3 600 810110 608	w/Changes 1 thru 4	1 4 55 07	
MCO P10110.43B	ARMED FORCES RECIPE	1 APR 87	A
	SERVICE INDEX	04 AUG 02	
SECNAVINST 5216.5C	NAVAL CORRESPONDENCE	24 AUG 83	Μ
		21 1440 00	
NAVMC 2733	ENERGY CONSERVATION IN	31 MAR 89	Μ
MCFMIS USERS	MESS HALLS	NT_4 J_4_ J	M
GUIDE	MCFMIS USERS GUIDE	Not dated	IVI
SECNAVINST	DEPARTMENT OF THE NAVY		·····
1640.9B	- NAVY CORRECTIONS	2 DEC 96	М
1040.713	- NAVI CORRECTIONS MANUAL	2 DEC 50	141

**C7.3.1.1** Supply of Publications. The Contractor may request additional Government publications from the local Base/Station Food Service Officer.

**C7.3.2** Blank Forms. The Government will provide an initial 30-day supply of blank forms upon the contract start date. These forms are applicable to all messhalls under this contract. The following blank forms are applicable for Government administrative purposes:

FORM	TITLE	USE
NAVMC 10298	CASH MEAL PAYMENT SHEET	TO DOCUMENT FUNDS ETC., FROM SALE OF MEALS
NAVMC 10789	MEAL VERIFICATION RECORD	TO DOCUMENT MEALS SERVED TO AUTHORIZED NON-PAYING PATRONS
NAVFAC 9-11014/20	WORK REQUEST (MAINTENANCE MANAGEMENT)	TO BEGIN MAINTENANCE ACTION FOR REPAIR OF FACILITIES AND/OR EQUIPMENT
SF 368	QUALITY DEFICIENCY REPORT	TO REPORT DEFICIENT EQUIPMENT
NAVCOMPT 2114	TENTATIVE CASH RECEIPT	USED TO DOCUMENT RECEIPT OF CASH FROM CASHIER TO CUSTODIAN. USED AT THE MESSHALL LEVEL ONLY

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NAVHOSP 6120/02	FOOD HANDLER'S PHYSICAL	USED TO DOCUMENT THE RESULTS OF A FOOD HANDLERS PHYSICAL EXAM
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**C7.3.2.1** The Contractor shall purchase (with allocated Government monthly operations and maintenance monies) Government blank forms required to accomplish the tasks specified in this contract.

**C7.3.2.2** The Contractor shall establish and maintain the purchase of these blank forms from the Government Self-Service outlet. The Contractor shall request, receive, distribute, maintain and use Government blank forms required to accomplish the tasks specified in this contract.

**C7.3.2.3** Upon termination of the contract, all unused blank Government forms shall be returned to the Government.

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#### SECTION E

#### INSPECTION AND ACCEPTANCE

#### E.1 REQUIRED DOCUMENTS AND REPORTS

E.1.1 SANITATION INSPECTION. In addition to inspections of Contractor performance by the Contracting Officer's Representative (COR) / Quality Assurance Evaluator (QAE), an Installation Medical Authority (IMA) Representative will also inspect for compliance with sanitation standards of NAVMED P5010.1 Chapter 10 (Attachment III to this document). Defects will be reported to the Contractor for appropriate action. Sanitary deficiencies require immediate correction and may be cause for shutdown of the messhall until sanitary standards can be restored. The Contractor or Contract Manager shall furnish in writing to the Contracting Officer the corrective action taken to correct any discrepancies identified on each sanitation inspection within 24 hours after receiving a copy of the sanitation inspection.

E.1.2 **GOVERNMENT QUALITY ASSURANCE.** The Contracting Officer or his designated representatives will evaluate the Contractor's performance by using a Quality Assurance Surveillance Plan in accordance with the Performance Requirements Summary and the clause entitled "INSPECTION OF SERVICES - FIXED PRICE, FAR 52.246-4 (AUG 1996)" to ensure contract performance standards are met by the Contractor.

#### E.2 INSPECTION AND ACCEPTANCE POINTS Destination

#### E.3 CONTRACT CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more contract clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <u>http://www.arnet.gov/far</u>.

FAR REFERENCE	TITLE	CLAUSE DATE
52.246-4	Inspection of Services Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

#### SECTION F

#### DELIVERIES OR PERFORMANCE

#### F.1 PERFORMANCE

The contractor shall provide labor and subsistence for Full Food Service (FFS), Mess Attendant Services (M&MA), and Brig Messhall Management and Food Preparation Services (M&FP) in accordance with Section C, Description/Specifications/Work Statement as defined in this contract.

#### F.1.1 PLACE OF PERFORMANCE(S)

There will be <u>32</u> Messhalls for the East Coast operations, located in three (3) states and the District of Columbia, and may also include any other contractor production facilities. Section C1.3.1 is for <u>twenty-two</u> (22) Messhalls requiring Full Food Service. Section C1.3.2, identifies <u>eight</u> (8) messhalls requiring M&MA services; and section C1.3.3 identifies two (2) messhalls for the M&FP services.

#### F.1.2 PERFORMANCE EVALUATION MEETINGS.

The Contractor or a contractor representative that has been designated in writing by the Contractor with the authority to act on behalf of the Contractor shall meet at least weekly with the Contracting Officer or his designated representative(s) during the first month of the contract, if deemed necessary by the Contracting Officer. Meetings will be held as often as necessary thereafter as determined by the Contracting Officer. A mutual effort will be made in these meetings to resolve all problems identified.

# F.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more contract clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text  $\frown$ 

available. Also, the full text of a clause may be accessed electronically at this address: <u>http://www.arnet.gov/far</u>.

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FAR REFERENCE	CLAUSE TITLE	CLAUSE DATE
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS,	
	EQUIPMENT AND VEGETATION	APR 1984
52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

--:

#### SECTION G

#### CONTRACT ADMINISTRATION DATA

G.1 <u>SUBMISSION OF INVOICES</u> - Cost-Reimbursement, Time-and-Materials, Labor-Hour; or Fixed-Price-Incentive (NAPS 5252.232-9001) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and <u>4</u> copies, to the Contract Auditor, at the following address:

Defense Contract Audit Agency (DCAA) Buffalo Suboffice P. O. Box 9 530 Genesee Street Bowmansville, NY 14026

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer's Representative (COR):

> Headquarters, U. S. Marine Corps Code LFS 2 Navy Annex Washington, DC 20380-1775 Attn: Capt K. Charette

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and Fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) (1) In accordance with FAR 52.216-16(f), the Contractor shall submit bi-weekly invoices or vouchers at the interim billing prices set forth in Section B (unless said billing prices are adjusted by contract modification pursuant to FAR 52.216-16(f)(2)) to the Contract Auditor, with copies to the Contracting Office, Contract Administration Office and COR. Each bi-weekly invoice shall contain the following information, as applicable:

- (1) Contract Number
- (2) Contract Line Item Number (CLIN) amount billed by CLIN
- (3) Subline Item Number (SLIN) amount billed by SLIN
- (4) Accounting Classification Reference Number (ACRN)
- (5) Payment Terms
- (6) Procuring Activity and Address, Name and Title of the COR
- (7) Date Supplies provided and/or Services performed

(2) In accordance with FAR 52.216-16(g), the Contractor shall submit a Quarterly Limitation on Payments Statement to the Contract Administration Office, with a copy to the Contracting Office and Contract Auditor. The statement shall include the data required by the FAR (see Section I for full text of clause).

(3) In accordance with FAR 52.216-16(c), the Contractor shall submit the data required at the end of each contract year for use in establishing final cost and profit amounts (see clause for guidance on format and content) to the Contracting Office, with copies to the Contract Auditor, Contract Administration Office and COR. Upon establishment of final annual dollar amounts, the Contractor shall submit an annual invoice based on those figures to the Contract Auditor, with copies to the Contracting Officer, Contract Administration Office and COR (see paragraphs G.1(g) and G.1(h) below).

(e) A DD Form 250, "Material Inspection and Receiving Report"

is required with each invoice submittal.

- is required only with the Final invoice.
- X is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.
X is not required.

(g) The Contractor's final annual invoice shall be identified as such, and shall list <u>all other invoices</u> (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumlated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINs/SLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in he accounting data so that costs are allocated on a proportional basis.

# G.2 PAYMENT OFFICE

All payments under any resulting contract shall be made by:

DEFENSE FINANCE AND ACCOUNTING SERVICE Kansas City Center (DFAS-KC/FE) 1500 East 95<sup>th</sup> Street Kansas City, MO 64197-0013

# G.3 SUCCESSOR CONTRACTING OFFICER'S AUTHORITY

**G.3.1** The Procuring Contracting Office is the Contracts Division, Code LBM, Headquarters, U.S. Marine Corps. Subsequent to award of this contract, the Procuring Contracting Officer (PCO) will assign PCO authority to the <u>U.S. Marine Corps Regional Contracting Office (RCO),</u> <u>Camp Lejeune, NC.</u> That office will designate a Successor Contracting Officer (SCO) and all of the authority and responsibilities of the PCO will be vested in the SCO. The assignment of authority will be done through a contract modification or other written instrument signed by the PCO. The PCO and SCO are the only persons authorized to make changes to the terms and conditions of this contract.

As of the date the PCO delegates full authority to the SCO, the SCO will be the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority will remain solely with the SCO. In the event the Contractor effects any change at the direction of any person other than the SCO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

**G.3.2** The Contractor shall submit requests for modification of this contract to the PCO or, after successor action, the SCO.

**G.3.3** Contracting problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (e.g. Federal Acquisition Regulations (FAR) and Department of Defense and Navy Supplements (DFARS and NAPS)). Only the PCO and SCO are authorized to formally resolve such problems. Therefore, the User and the Contractor are hereby directed to bring all such contractual problems or requests for information to the immediate attention of the appropriate Contracting Officer.

G.3.4 The SCO appointed for the resulting contract shall be:

CONTRACTING OFFICER MARINE CORPS REGIONAL CONTRACTING OFFICE (RCO) ATTN: CODE V3C P.O. BOX 8368 CAMP LEJEUNE NC 28547-8368

Telephone Number: (910) 451-2193 NOTE: COLLECT CALLS WILL NOT BE ACCEPTED.

# G.4 CONTRACT ADMINISTRATION DATA

The PCO or SCO may assign contract administration authority to an Administrative Contracting Officer (ACO), assigned to the Defense Contract Management Command (DCMC). The assignment of authority will be done through a contract modification or other written instrument signed by the PCO or SCO. The assignment of ACO responsibilities will identify specific duties that are delegated to the ACO.

#### G.5 REPORTS

**G.5.1** UNACCEPTABLE PERFORMANCE. When performance does not meet the specifications and requirements of this contract, a Contract Discrepancy Report or written documentation will be furnished to the CONTRACT ADMINISTRATOR explaining how performance is considered unacceptable (see Technical Exhibit 1).

# G.6 <u>CONTRACTING OFFICER'S REPRESENTATIVE - DFARS 252.201-7000</u> (DEC 1991)

(a) Definition. "Contracting Officer's Representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement (DFARS) and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

NOTE: It is anticipated that a Primary COR will be designated at

Camp Lejeune, NC, and one Assistant COR established at each Marine Corps activity being supported by this contract.

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# G.7 APPROPRIATION DATA

The following line of accounting is provisional appropriation data subject to the availability of funds to cover FY03 services for the twelve-month period commencing 1 October 2002 through 30 September 2003. Funds are not obligated at the time of award if the authorization is subject to the Availability of Funds clause (FAR 52.232-18, Apr 1984). The contracting officer will obligate the funds by providing written notification to the contractor that the funds are available.

AA: 1731105 2741 250 33702 0 067443 2D M95490 8991A0073111

SDN: M9549003M08991A CLIN 0001 - \$53,128,800

CLIN 0002AA - \$ 586,530 CLIN 0002AB - \$ 22,332

#### SECTION H

#### SPECIAL CONTRACT REQUIREMENTS

#### H.1 CONTRACT TYPE

This solicitation is for a Fixed-Price with Incentive, Multi-year contract for five years plus three one-year options. Under this contract type, the multi-year contract provides that performance under the second and sebsequent years of the contract is contingent upon the appropriation of funds, and as such, provides for a cancellation payment to be made if appropriations are not made.

# H.2 LIMITATION OF PRICE AND CONTRACTOR OBLIGATION

H.2.1 Funds available for performance of this contract are described in the Allocation of Funds clause (H.2). The amount of funds allocated at award is not sufficient for any other contract year other than the First Contract Year. When additional funds are available for the requirements of the next succeeding contract year, the Contracting Officer shall, not later than the date(s) set forth in Allocation of Funds clause, so notify the contractor in writing. The Contracting Officer shall also modify the amount of funds described in the Allocation of Funds clause as available for contract performance. This procedure shall be called contract year call-up and shall apply for each successive contract year.

H.2.2 Government Obligations - The Government is not obligated to the Contractor for any amount over that described in the Allocation of Funds clause as available for contract performance, except in the case of program cancellation or Termination for Convenience of the Government.

H.2.3 Government Liability - In the event of program cancellation, the Government's maximum liability is the amount described in the Allocation of Funds clause as allocated for performance plus the appropriate cancellation ceiling contained in the Cancellation Ceilings clause.

H.2.4 Contract Cost Incurrance - The Contractor is not obligated to incur costs for the performance required under any contract year that has not been called-up. Upon contract call-up, the contractor's obligation shall increase only to the extent contract performance is required for the additional CLINs for which funds are made available.

H.2.5 Definitions - The definition of the total contract price under the Termination for Convenience of the Government clause of this contract is the amount described in the Allocation of Funds clause as available for performance plus the appropriate cancellation ceiling contained in the Cancellation Ceilngs Clause. The definition of work under the contract in that clause shall mean the work under contract year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multi-year requirement.

#### H.3 ALLOCATION OF FUNDS

## H.3.1 FUNDS AVAILABLE

Pursuant to clause H.1, Limitations of Price and Contractor Obligations, funds will be made available on an annual basis for performance of this contract. Funds for the first contract year shall be obligated at time of contract award, and for the second through fifth contractm years (the multi-year portion of the contract) sufficient funds for each shall be obligated, if available, to increase the total amount available for contract performance.

H.3.2 Call-up Precedence - No contract year can be called up until after the preceding year has been called-up.

H.3.3 Second Year Call-up Dates - Unless a later date is agreed to between the parties, the second contract year shall be called-up per H.2.1 on or before the expiration of Contract Year 1.

H.3.4 Third Year Call-up Dates - Unless a later date is agreed to between the parties, the third contract year shall be called-up per H.2.1 on or before the expiration of Contract Year 2.

H.2.5 Fourth Year Call-up Dates - Unless a later date is agreed to between the parties, the fourth contract year shall be called-up per H.2.1 on or before the expiration of Contract Year 3.

H.2.6 Fifth Year Call-up Dates - Unless a later date is agreed to between the parties, the fifth contract year shall be called-up per H.2.1 on or before the expiration of Contract Year 4.

#### H.3.2 CANCELLATION CEILINGS

CONTRACT YEARS CANCELLED

Pursuant to Clause H.2 Limitations of Price and Contractor Obligations and Clause H.3, Allocation of Funds, the Government's maximum liability for cancellation costs in the event that a contract year is not called-up by the Government is limited as shown below:

CEILING

Years 2 through 5	\$10,000,000
Years 3 through 5	\$ 7,000,000
Years 4 through 5	\$ 4,000,000
Year 5	\$ 1,000,000

# H.4 CHANGE IN OWNERSHIP

The Contractor shall notify the Government in writing of any change in ownership of the Contractor, through sale or merger, which occurs during the term of this contract. The Contractor shall inform the Government fully of the financial ability of the new ownership to fully comply with the terms and conditions of this contract. The Government reserves the right to terminate this contract in the event of a change in ownership or to consider the failure to comply with the notification or financial reporting provisions as a default by the Contractor.

# H.5 MANDATORY SOURCES UNDER THE JAVITS WAGNER O'DAY ACT

(a) This solicitation includes services set aside on the Procurement List by the Committee for Purchase From People Who Are Blind or Severely Disabled ("Committee") under authority of the Javits-Wagner-O'Day ("JWOD") Act (41 U.S.C. §§ 46-48c). Pursuant to the JWOD Act and implementing regulations, particularly 41 C.F.R. § 51-5.2(e), the Marine Corps is obligated to require the Prime Contractor, as successful offeror under this solicitation, to subcontract services on the Procurement List with the nonprofit agencies designated by the Committee. These services and the corresponding nonprofit agencies are listed in paragraph H.5(f).

(b) With the exception of the scenario described in H.5(c) below, the extent of the services to be performed by the JWOD nonprofit agency at each site will be determined in conjunction with the Prime Contractor. At a minimum, messhalls listed in paragraph H.5(f) will have Mess Attendant functions and associated supervisory support performed by the JWOD non-profit agency. With respect to the Henderson Hall, Camp Allen and Marine Barracks 8<sup>th</sup>&I (Full Food Service) messhalls, those food preparation functions and associated supervision that can be performed by the designated JWOD nonprofit agency will be subcontracted to that agency. Overall management responsibilities, to include subsistence management, for all messhalls, including those discussed in paragraph (c) below, will reside with the Prime Contractor.

(c) In the case of the six (6) Quantico messhalls listed in paragraph H.5(f), it is understood that a contractual agreement is in place involving the designated JWOD non-profit agency and an existing subcontractor. This agreement is in effect until 31 December 2003. As a result, the Prime Contractor is required to subcontract with that designated non-profit agency for Full Food Services (management, food preparation and mess attendant functions) to be performed by the agency and existing subcontractor team at the six Quantico messhalls cited, for at least as long as the existing agreement is in effect. These services may not be self-performed by the Prime Contractor or subcontracted to others until the agreement expires. This paragraph does not preclude the introduction of advanced food technology to the designated Quantico messhalls.

(d) NISH is the central nonprofit agency designated by the Committee to facilitate negotiations between offerors and the nonprofit agencies participating in the JWOD program, and specifically those identified in paragraph H.5(f). Each offeror is required to reach complete agreement with each nonprofit agency on all essential subcontract terms, including but not limited to pricing, and is required to incorporate such agreements in the offeror's price proposal. Firms interested in submitting proposals in response to this solicitation should contact Mike Kanady, Operations Manager, NISH, 2235 Cedar Lane, Vienna, Virginia, at 703-208-7488, for NISH pricing assistance. Terms of subcontracts between the Prime Contractor and these nonprofit agencies (hereafter referred to as "JWOD subcontracts") for Procurement List services are subject to Committee approval.

(e) Payment must be made to nonprofit agencies not less than monthly. Price and price-related terms of JWOD subcontracts are subject to Committee review and approval as follows: (1) for the initial performance period; (2) no less than annually thereafter; and (3) as requested by the nonprofit agency for any proposed pricing adjustment. Any Committee-approved price change or economic adjustment to JWOD subcontracts will be reflected in the JWOD subcontract, to be effective upon a date designated by the Committee.

(f) The following messhalls within the scope of this contract are currently on the Procurement List:

SITE	DESIGNATED SERVICES	NONPROFIT AGENCY
MCB QUANTICO		
Messhall 2000 27219 24002 2109 24165 5000	Full Food Services Full Food Services Full Food Services Full Food Services Full Food Services Full Food Services	Fairfax Opportunities Unlimited, Inc.
MCAS NEW RIVER		

Messhall	4012	Mess Attendant Services	Coastal Enterprises of
			Jacksonville, Inc.

#### MCAS CHERRY POINT

Messhall	3451	Mess Attendant Services	CETC Employment	
			Opportunity, Inc.	

#### HQBN HENDERSON HALL

Messhall	25	Full Food Services	Fairfax Opportunities Unlimited, Inc.

# MCAS BEAUFORT

Messhall	642	Mess	Attendant	Services		Goodwil	11 ]	Industries	of
					•	Lower S	Sout	h Carolin	a,
						Inc.			

CAMP ALLEN

Messhall MCA 602 Full Food Services

Louise W. Eggleston Center, Inc.

MARINE CORPS BARRACKS 8<sup>th</sup> & I Streets, WASHINGTON, D.C.

Tower 1, Post 5 Full Food Services

Fairfax Opportunities Unlimited, Inc.

(g) Should the Marine Corps or the Prime Contractor desire that additional messhalls or scope of work, beyond that set forth in paragraph H.5(f), be placed under JWOD coverage during the term of the prime contract, the parties may agree to place such additions on the Procurement List. Any additional Marine Corps messhalls placed on the Procurement List will not be performed by a designated JWOD nonprofit agency during the term of the prime contract without agreement of the Marine Corps, the Prime Contractor, the non-profit agency, and the Committee.

(h) By law, the Committee retains the authority to decide all disputes or any matters in controversy between the Prime Contractor and any nonprofit agency as regards any services on the Procurement List including but not limited to scope of work, pricing, and other terms of JWOD subcontracts and all issues of performance and administration of JWOD subcontracts. The Prime Contractor may not have any provision in JWOD subcontracts which purports to restrict the Committee's jurisdiction as regards all aspects of services on the Procurement List.

# H.6 <u>CEILING PRICE ADJUSTMENT - DEPARTMENT OF LABOR WAGE</u> DETERMINATIONS

The Fixed-Price Incentive (FPI) ceiling price may be adjusted upward at the end of each contract year, to the extent that the increase is made to comply with revised Department of Labor Wage Determinations (WD) incorporated in the contract, in accordance with FAR 52.222-43. Under this paragraph, any increase in the ceiling price shall be directly attributable to the increase in cost resulting from a revised WD -- the amount of profit earned will not be affected by this change. For example:

# Hypothetical negotiated/contract amounts

Target Cost	\$2.75
Target Profit	0.25
Target Price	3.00
Share Ratio	70/30
Ceiling Price	3.50

# Hypothetical actual amounts

	<u>Scenario I</u>	<u>Scenario II</u>	<u>Scenario III</u>
Actual Cost			
(not incl'g WD Inc)	3.000	\$3.420	\$3.600
Final Profit	.175	.049	.000
Price	3.175	3.469	3.500 (ceiling)
WD Increase	.080	.080	.080
Final Price	3.255	3.549	3.580

In Scenario I above, actual costs are well below the ceiling price, so normal final profit computations are made and the cost increase resulting from revised Wage Determinations are then added to produce a final price. In Scenario II, actual cost per meal (not including the WD increase) is at a point that the contractor will earn only \$.05 profit per meal. An \$.08/meal cost increase attributable to a revised WD would be added to the actual cost plus profit for a total price of \$3.55. Thus, the contractor retains the \$.05/meal profit. Under Scenario III, actual cost per meal (again, not including the WD increase) exceeds the ceiling price. Under normal circumstances, the contractor would be reimbursed at the ceiling price per meal. In this instance, an \$.08/meal increase is the result of WD increases; thus, \$.08 above the ceiling, or \$3.58, would be reimbursable. Under this paragraph, the contractor may not be reimbursed an amount greater than the ceiling price plus the WD adjustment (however, see H.7 below).

Upon completion of applicable adjustments resulting from the provision set forth in paragraph H.6 above, the FPI ceiling price may be further adjusted upward at the end of each contract year to the extent the increase is made to comply with the following clause:

# H.7 ECONOMIC PRICE ADJUSTMENT (EPA) - ESTABLISHED MARKET PRICE FOR SUBSISTENCE

(a) This EPA clause applies to all subsistence acquired by the prime contractor under the contract.

(b) The economic indicator shall be the "Finished Consumer Foods" index; Series ID WPUSOP3110, Not Seasonally Adjusted; Group: Stage Of Processing; Base Date: 8200. The index is compiled by the Bureau of Labor Statistics (BLS), under the "Producers Price Index - Commodities".

(c) Adjustments to the FPI ceiling price per meal shall be based on the following:

(1) The actual cost of subsistence, represented as a percentage of the total cost per meal; e.g., the actual cost of subsistence may represent 50% of the total actual cost of CLIN 0003;

(2) The appropriate adjustment, as reflected by the economic indicator for the contract year being addressed, applied to the target cost of subsistence. An adjustment will not be made for the first Fiscal Year of the contract (effective date of contract through 30 September 2001). The procedures set forth in this clause shall apply from the start of the second contract year (1 October 2001) through the remaining term of the contract.

(d) For the purpose of ceiling price adjustments pursuant to this clause:

(1) Subject to the restrictions set forth in subparagraphs
 (d) (2) and (d) (3) below, the ceiling price shall be increased by the target cost times the percentage of target cost representing subsistence times the increase supported by the economic indicator (see paragraph (e) below);

(2) There shall be no adjustment in the ceiling price, resulting from the procedure described in this clause, if the increase in subsistence cost from the previous year as reflected in the designated index is less than five (5) percent;

(3) The increase in any contract ceiling price per meal under this clause shall not exceed ten (10) percent of the per-meal cost of subsistence, adjusted for Wage Determination increases, if applicable. That is, if the designated index reflects an increase in subsistence cost of greater than 10%, the increase in the ceiling price (after the Wage Determination adjustment) shall be limited to 10%; and

(4) Adjustments shall be calculated to three decimal places (e.g., \$.052, \$.078).

(e) The following procedure shall be used in determining a revision to the ceiling price per meal:

(1) Calculate the annual adjustment. The base index value shall be that set forth in the Finished Consumer Foods index for the month preceding the start of the contract year (e.g., for Contract year 2 (FY02), the base factor would be that cited for September 2001; for Contract Year 6 (FY06), the base factor would be that cited for September 2005). That factor is divided into the index value for the final month of the contract year being reviewed (e.g., for Contract Year 2, the adjusting index value would be that cited for September 2002). The percentage difference between the two values is the adjustment factor. An example of the calculation is as follows:

Adjusting i	index value for Sep 1996	135.6
Divided	by base index value for Sep 1995	130.1
Adjustment	factor	1.042

This would represent a 4.2% increase for FY96. As stated in paragraph (d)(3) above, no adjustment would be made for subsistence cost increases under this scenario, since the adjustment factor is less than the stated 5% triggering level. No further computations would be necessary.

(2) Determine subsistence cost. Were the adjustment factor 5% or more, the next step would be to determine the cost of subsistence. This is accomplished by first computing, for the year in question, the percentage of total cost per meal represented by subsistence. For example if actual cost incurred for CLIN 0003 is \$10,000,000 and the actual subsistence cost is \$6,000,000, the subsistence percentage for that year is 60%. This percentage would then be applied as follows:

Target Cost per Meal	\$2.750
Times Subsistence Percentage	50%
Target Subsistence Cost per Meal	\$1.375

(3) Calculate the increase amount and the appropriate adjustment, if any, to the contract ceiling price. The two steps described above are combined to derive an increase amount, which may then be applied to the ceiling price. For example:

Target Subsistence Cost per Meal	\$1.375
Times adjustment factor	4.2%
Cost Increase per Meal	\$ <b>.</b> 058

Thus, in this hypothetical scenario, the BLS index reflects that increases in subsistence costs are responsible for a \$.058 (5.8 cents) increase in total cost per meal. As stated above, Steps 2 and 3 would be unnecessary in this case, given a 4.2% cost increase (less than the required 5% trigger) as reflected by the index. No adjustment to the ceiling price, applicable to subsistence increases, would be warranted. Were the index percentage increase equal to or greater than 5%, the ceiling price per meal would be increased using the mechanism described above.

(f) For each contract year for which this procedure is in effect, the calculations shall be made and adjustments completed within ninety (90) days of the start of the contract year. The actual price per meal (based on actual cost plus adjusted profit) would be calculated separately, under the normal procedure described in Section B, and would be reimbursable up to the revised ceiling price level. (g) In the event publication of the economic indicator is discontinued, or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(h) Any dispute arising under this clause is subject to the "Disputes" clause of the contract.

## H.8 APPLICABILITY OF EXISTING COLLECTIVE BARGAINING AGREEMENTS (CBAs)

The Service Contract Act requires the contractor to pay wages and fringe benefits that are at least equal to the wage and fringe benefits for the class of employee listed in the applicable wage determination. If an incumbent contract was subject to a CBA, the successor (regional) contractor is required to pay the wage and fringe benefit rates at least equal to those specified in the CBA for the classes of employees that are covered by that CBA. If the successor contractor is other than the incumbent(s), it is not obligated to accept the CBAs with the same unions that established CBAs with the incumbent(s). If the successor contractor uses classifications in performance of the contract that are not included in the CBA, the wages and fringe benefit rates prescribed by the Area Wage Determination will apply to those classifications. Contractors should use both the applicable Area Wage Determination and CBA in conjunction with each other in order to properly determine the appropriate wage and fringe benefit rate minimums. 1.14

#### H.9 GENERAL AND ADMINISTRATIVE RATE

The contractor has proposed to place a cap on the General and Administrative rate for the life of the contract. The following language memorializes that offer as a binding contract provision:

Sodexho's G&A cost will be billed to the USMC contracts at the lesser of the actual G&A rate, or the capped rate of (b)(4) for the contract covering the East Coast region. G&A will not be separately billed throughout each contract year. Bi-weekly billings will be prepared based on the fixed price per meal given the government's estimated meal counts. These billings will be trued up quarterly based on actual meal counts. The G&A billed amount will be determined on an annual basis, in connection with the annual true-up to actual costs required under the contract. For purposes of determining the earned incentive fee, the G&A will be billed at the capped rates. Any G&A amounts incurred over the caps will not be billed to the USMC and will not be factored into the earned incentive fee calculation.

#### PART II - CONTRACT CLAUSES

#### SECTION I

#### SOLICITATION PROVISIONS AND CONTRACT CLAUSES

## I.1 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS - (OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer--

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only  $\rightarrow$ 

(1) Costs--

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date--

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.(g) The claim shall not include--

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

#### (END OF CLAUSE)

#### I.2 52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET - (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items 0001, 0003, 0006, 0009, 0012, 0015, 0018 and 0021, are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of dollars (Per meal). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within <u>60</u> days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of

this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value;

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Price revision*. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less \_\_\_\_\_\_ [Contracting Officer insert percent] percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus \_\_\_\_\_\_\_
[Contracting Officer insert percent] percent of the amount by which the total final negotiated cost is less than the total target cost.
(e) Contract modification. The total final price of the items
'specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the thencurrent billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly. (g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such

other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract. (k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted. (1) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately. (n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(o) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

#### (END OF CLAUSE)

## I.3 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT - (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following: (1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

#### (END OF CLAUSE)

#### I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **8** years.

1.5 WAGE RATE DETERMINATION.

a. Bidders are advised that this procurement is subject to the requirements of the Service Contract Act of 1965, as amended.

b. The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.

c. Wage Determination No. \_\_\_\_\_ dated \_\_\_\_\_ is attached in

NOTE: The Service Contract Act may not be applicable to labor performed at off-site food production facilities.

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## I.6 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS - (OCT 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

(1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) "Small business concern owned and controlled by women" means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

#### (END OF CLAUSE)

#### I.7 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract. [This paragraph (c) is Alternate II to the clause (Jan 1999).]

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1)of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network(PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether HUBZone small business concerns were solicited and, if not, why not;

(C) Whether small disadvantaged business concerns were solicited and, if not, why not;

(D) Whether women-owned small business concerns were solicited and, if not, why not; and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small,

small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to ... buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting <u>p</u>lan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

#### (END OF CLAUSE)

#### I.8 52.219-10 INCENTIVE SUBCONTRACTING PROGRAM - (JAN 1999)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, HUBZone small business and women-owned small business concerns in performing this contract, it will receive <u>2</u> percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause. (c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

#### (END OF CLAUSE)

#### I.9 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN - (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

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(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

#### (END OF CLAUSE)

## I.10 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING - (JAN 1999)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive 5 percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

#### (END OF CLAUSE)

## I.11 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES - (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

### (END OF CLAUSE)

I.12 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES -(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract, and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 OR 5332.

This Statement is for Information ONLY: It is not a Wage Determination

FEDERAL CIVILIAN EQUIVALENT GRADE AND SALARY/WAGE RATE AND FRINGE BENEFIT.

OCCUPATIONAL TITLE	HOURLY PAY RATE	FRINGE BENEFIT
BAKER	\$12.89	\$ 3.05
CASHIER	\$ 8.50	\$2.01
COOK I	\$12.89	\$3.05
COOK II	\$15.14	\$3.59
DINING FACILITY LEADER	\$13.23	\$3.13
DISHWASHER	\$ 9.58	\$2.27
ELECTRICIAN, MAINTENANCE	\$16.60	\$3.93
EQUIPMENT MAINTENANCE WORKER/MECHANIC	\$15.14	\$3.59
FAST FOOD SHIFT LEADER	\$13.91	\$3.30
FOOD SANITATION SPECIALIST 1 & 2	\$16.18	\$3.83
FOOD SERVICE WORKER (CAFETERIA WORKER)	\$ 9.58	\$2.2 <b>7</b>
HEATING, REFRIGERATION AND AIR- CONDITIONING MECHANIC	\$15.14	\$3.59

JANITOR	\$ 9.58	\$2.27
LEAD WORKER	\$11.52	\$2.73
MESS ATTENDANT	\$ 9.58	\$2.27
PLUMBER, MAINTENANCE	\$15.14	\$3.59
POTS & PANS WASHER	\$ 9.58	\$2.27
SHIFT LEADER	\$11.52	\$2.73
STOREROOM KEEPER	\$12.89	\$3.05
TRUCK DRIVER	\$14.30	\$3.39
WAITER/WAITRESS	\$11.52	\$2.73

#### (END OF CLAUSE)

# I.13 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION - (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### INSURANCE REQUIREMENTS, IAW FAR 28.307-2

The insurance required by the above clause is as follows:

COVERAGE	PER <u>PERSON</u>	BODILY INJURY PER OCCURRENCE	PROPERTY DAMAGE PER OCCURRENCE
General Liability		\$500,000	
Automobile Liability	\$200,000	\$500,000	\$20,000 Occurrence

Worker's Compensation: As required by Federal & State Worker's compensation and occupational disease statutes.

Employer's Liability Coverage: \$100,000 except in states where worker's compensation may not be written by private carriers.

**NOTE:** Above insurance coverage are to extend to contractor personnel operating Government owned vehicles or equipment. The Certificate of Insurance shall provide for thirty days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

## I.14 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS - (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:  $\frown$ 

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### (END OF CLAUSE)

### I.16 CONTRACT CLAUSES INCORPORATED BY REFERENCE

CLAUSE TITLE

FAR 52.252-2 Clauses Incorporated by Reference - (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <a href="http://www.arnet.gov/far">http://www.arnet.gov/far</a> and <a href="http://FARSITE.HILL.AF.MIL/VFdfar.htm">http://FARSITE.HILL.AF.MIL/VFdfar.htm</a>

#### FAR CLAUSES

REFERENCE

CLAUSE DATE

<u>x</u> 52.202-1	Definitions	OCT	1995
X 52.203-3	Gratuities	APR	1984
x 52.203-5	Covenant Against Contingent Fees	APR	1984
X 52.203-3 X 52.203-5 X 52.203-6	Restrictions on Subcontractor Sales		
	to the Government	JUL	1995
X 52.203-6		OCT	1995
<u>x</u> 52.203-6 <u>x</u> 52.203-7	Anti-Kickback Procedures	JUL	1995
x 52.203-10	Price or Fee Adjustment for Illegal or		
<u> </u>	Improper Activity	JAN	1997
<u>X</u> 52.204-2	Security Requirements	AUG	1996
$\frac{1}{x}$ 52.204-4	Printing/Copying Double-Sided on		
<u>M</u> 521201 1	Recycled Paper	JUN	1996
x 52 207-3	Right of First Refusal of Employment		1991
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	Option To Purchase Equipment		1995
$\underline{X}$ 52.207-5 V 52.211-15	Defense Priority and Allocation Requirements		1990
<u>X</u> 52.211-15	Detense Priority and Altocation Requirements		
X 52.212-2	Evaluation - Commercial Items	JAN	1999
x 52.212-4	Contract Terms and ConditionsCommercial		
	Items	MAY	1999
<u>x</u> 52.215-8	Order of Precedence-Uniform Contract Format	FEB	1995

		· · · · · · · · · · · · · · · · · · ·		
x	52.215-19	 Notification of Ownership Changes	OCT	1997
	52.217-8	Option to Extend Services		1989
	(NOTE :			1000
	·	preliminary written notice of its intent to		
		extend services at least 30 calendar days		
		before the contract expires.)		
Х	52.222-4	Contract Work Hours and Safety Standards Act-		
		-Overtime Compensation	JUL	1995
Х	52.222-20	Walsh-Healey Public Contracts Act		1996
X_	52.222-26	Equal Opportunity		1999
x	52.222-35	Affirmative Action for Special Disabled Vetera		
		and Veterans of the Vietnam Era		1998
X	52.222-36	Affirmative Action for Workers with		
—		Disabilities	JUN	1998
<u>X</u>	52.222-37	Employment Reports on Special Disabled Veteran	ns	
		and Veterans of the Vietnam Era	JAN	1999
	52.222-41	Service Contract Act of 1965	MAY	1989
X	52.222-43	Fair Labor Standards Act and Service	MAY	1989
		Contract ActPrice Adjustment(Multi-year		
		and Option Contracts)		
<u>X</u>	52.222-44	Fair Labor Standards Act and Service		
		Contract ActPrice Adjustment		1989
<u>x</u>	52.222-47,	SCA Minimum Wages and Fringe Benefits Applical	ble	
		to Successor Contract Pursuant to Predecessor		
		Contractor Collective Bargaining Agreement	1473 37	1000
v	52.222-50	(CBA)		1989 1999
	52.223-2	Non-Displacement of Qualified Workers Clean Air and Water		1984
$\frac{\Lambda}{V}$	52.223-6	Drug-Free Workplace		1997
	52.223-10	Waste Reduction Program		1997
$\frac{n}{x}$	52.223-14	Toxic Chemical Release Reporting		1996
X	52.225-3	Buy American ActSupplies		1994
x	52.225-11	Restrictions on Certain Foreign Purchases		1998
	52.226-1	Utilization of Indian Organizations and		
_		Indian-Owned Economic Enterprises	MAY	1999
х	52.229-3	Federal, State and Local Taxes	JAN	1991
X_	52.229-5	TaxesContracts Performed in U.S.		
		Possessions or Puerto Rico		1984
	52.230-2	Cost Accounting Standards		1998
	52.230-6	Administration of Cost Accounting Standards		1999
<u>X</u>	52.232-1	Payments		1984
<u>X</u>	52.232-8	Discount for Prompt Payment		1997
<u>X</u>	52.232-9	Limitation on Withholding of Payments		1984
<u>X</u>	52.232-17	Interest		1996
the second se	52.232-18	Availability of Funds		1984
<u>X</u>	52.232-23	Assignment of Claims		1986
X	52.232-23	Alternate I		1984 1997
$\frac{X}{V}$	52.232-25	Prompt Payment		1997
<u>×</u>	52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration	rin i	1933
y	52.232-34	Payment by Electronic Funds TransferOther		
<u>A</u>	V2.2V2 J3	than Central Contractor Registration	MAY	1999
		·····		

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<u>X</u>	52.232-36 52.233-1	Payment by Third Party	MAY	1999
X	52.233-1	Disputes	DEC	1998
X	52.233-2	Service Protest	AUG	1996
	52.233-3	Protest After Award	AUG	1996
X	52.237-2	Protection of Government Buildings,		
		Equipment, and Vegetation	APR	1984
	52.237-3	Continuity of Services	JAN	1991
x	52.239-1	Privacy or Security Safeguards	AUG	1996
$\frac{x}{x}$	52.242-1	Notice of Intent to Disallow Costs	APR	1984
$\overline{\mathbf{x}}$	52.242-12	Report of Shipment (RESHIP)	JUL	1995
x	52.242-13	Bankruptcy	JUL	1995
X	52.243-1	ChangesFixed Price	AUG	1987
v	52.243-1	Alternate II	APR	1984
X	52.244-2	Subcontracts	AUG	1998
x	52.244-5	Competition in Subcontracting	DEC	1996
x	52.245-1	Property Records	APR	1984
X	52.245-2	Government Property (Fixed-Price Contracts)	DEC	1989
x	52.245-2	Alternate II	JUL	1995
X	52.244-2 52.244-5 52.245-1 52.245-2 52.245-2 52.245-2 52.245-4	Government-Furnished Property (Short Form)	APR	1984
Х	52.245-19	Government Property Furnished "AS IS"	APR	1984
X	52.246-20	Warranty of Services	APR	1984
X	52.246-25	Limitation of LiabilityServices	FEB	1997
X	52.249-2	Termination for Convenience of the		
		Government (Fixed-Price)		1996
<u>X</u>	52.249-8	Default (Fixed-Price Supply and Service)	APR	1984
x	52.251-1	Government Supply Sources	APR	1984

## DFARS CLAUSES

X	252.203-7001	Prohibition on Persons Convicted of Fraud		
_		or Other Defense Contract Related Felonies	MAR	1999
Х	252.203-7002	Display of DOD Hotline Poster	DEC	1991
x	252.204-7002	Payment for Subline Items Not Separately		
		Priced	DEC	1991
Х	252.204-7003	Control of Government Personnel Work		
		Product	APR	1992
		Required Central Contractor Registration	MAR	1998
X	252.209-7004	Subcontracting with Firms that are Owned		
_		or Controlled by the Government of a		
		Terrorist Country	MAR	1998
х	252.215-7000	Pricing Adjustments	DEC	1991
		Cost Estimating System Requirements	DEC	1991
		Small, Small Disadvantaged and Women-	APR	1996
<u> </u>		Owned Small Business Subcontracting Plan		
		(DOD Contracts)		
х	252.223-7001	Hazard Warning Labels	DEC	1991
		Drug-Free Work Force	SEP	1988
		Prohibition on Storage and Disposal of		
		Toxic and Hazardous Materials	APR	1993
х	252.225-7001	Buy American Act and Balance of Payments		
		Program	MAR	1998

· ·:

X 252.225-7002 Qualifying Country Sources as Subcontractors

				1991
		Information for Duty Free Entry Evaluation		
		Preference for Certain Domestic Commodities	MAY	1999
		Duty-Free EntryEligible End Products	MAR	1998
<u>X</u>	252.231-7000	Supplemental Cost Principles	DEC	1991
<u>X</u>	252.243-7001	Pricing of Contract Modifications	DEC	1991
X	252.251-7000	Ordering from Government Supply Sources	MAY	1995

## I.17 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS - (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;
(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23).

Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\* Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

## (End of clause)

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## SECTION J

## LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## TECHNICAL EXHIBITS

TECHNICAL OF	·	NO.
NUMBER	TITLE	PAGES
TE-1	PERFORMANCE REQUIREMENT SUMMARIES (TEXT)	6
TE-la	PERFORMANCE REQUIREMENT SUMMARIES (Full Food Service - (FFS))	16
TE-1b	PERFORMANCE REQUIREMENT SUMMARIES (Management & Mess Attendant Services - (M&	12 MA))
TE-1c	PERFORMANCE REQUIREMENT SUMMARIES (Brig Messhall Management & Food Preparatio Services - (M&FP))	16 n
TE-2	MESSHALL ESTIMATED WORK LOAD INFORMATION	138
TE-3	GOVERNMENT-FURNISHED EQUIPMENT (GFP)	154
TE-4	CLEANING FREQUENCY REQUIREMENTS	1
TE-5	MINOR PROPERTY LIST	132

#### ATTACHMENTS

ATTACHMENT NUMBER	TITLE
Ĩ	REGIONAL MASTER MENU
II	DEPT. OF NAVY CORRECTIONS MANUAL
III	NAVAL PREVENTIVE MEDICINE MANUAL #P5010, CHAPTER 1 - ``FOOD SAFETY"
IV	CONTRACT DATA REQUIREMENTS LISTS - DD FORM 1423
v	RESERVED
VI	DEPARTMENT OF LABOR WAGE DETERMINATIONS

VII COLLECTIVE BARGAINING AGREEMENTS

-,

VIII RESERVED

## IX RESERVED

X MEMORANDA OF UNDERSTANDING USMC AND DEFENSE SUPPLY CENTER - PHILADELPHIA USMC AND COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERELY DISABLED

T7: -

-4

XI EAST COAST BASE/STATION MARKET-READY ITEM MATRIX

XII PRE-AWARD QUESTIONS AND ANSWERS

- XIII SMALL BUSINESS SUBCONTRACTING PLAN
- XIV QUARTERLY MEAL RECONCILIATION GUIDANCE