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**ATTACHMENT III
NAVAL PREVENTIVE MEDICINE MANUAL
P5010, CHAPTER 1 - "FOOD SAFETY"**

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From: Chief, Bureau of Medicine and Surgery
To: Ships and Stations Having Medical Department Personnel

Subj: NAVMED P-5010, MANUAL OF NAVAL PREVENTIVE MEDICINE,
CHAPTER 1, FOOD SAFETY

1. The revision to the Naval Preventive Medicine Manual (NAVMED Pub P-5010) Chapter on Food Safety is complete. Chapter 1 of the previous version of P-5010 is hereby cancelled.

2. This chapter can be found under publications on the Virtual Naval Hospital's web site: <http://www.vnh.org>. Forms found in the revised chapter will have a preprinted standard stock number at the bottom or can be accessed via these web sites:
<http://web1.whs.osd.mil/icdhome/DDEFORMS.HTM> or
<http://web1.whs.osd.mil/icdhome/SFEFORMS.HTM>.

3. For follow up to this manual and its chapter, contact the Preventive Medicine directorate at the Navy Environmental Health Center, Norfolk, Virginia. Telephone: COM (757)462-5591/5451 DSN 864-.


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MANUAL OF NAVAL PREVENTIVE MEDICINE

CHAPTER 1

FOOD SAFETY

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Section I GENERAL INFORMATION

- 1-1 INTRODUCTION
- 1-2 PURPOSE
- 1-3 DEFINITIONS
- 1-4 RESPONSIBILITIES

1-1 INTRODUCTION

a. This chapter provides guidance for all military and non-military personnel of the Navy, Marine Corps and the Military Sealift Command involved with food safety/food service sanitation.

b. This chapter is based on the U.S. Public Health Service, Food and Drug Administration (FDA) "Food Code," which may also be used for guidance. When principles and procedures in these publications vary, this chapter must take precedence.

1-2 PURPOSE

This chapter prescribes the policies, procedures, and responsibilities for implementing the Navy and Marine Corps Food Safety/Food Service Sanitation Program. It applies to all food service operations within the Navy and Marine Corps, including the Military Sealift Command, Navy Reserve and Marine Corps Reserve.

1-3 DEFINITIONS

a. The following definitions of words and terms apply in the interpretation of this chapter.

b. Terms defined.

(1) **Additive.**

(a) "Food additive" means any substance the intended use of which results or may reasonably be expected to result, directly or indirectly, in its becoming a component or otherwise affecting the characteristics of any food (including any substance intended for use in producing, manufacturing, packing, processing, preparing, treating, packaging, transporting, or holding food; and including any source of radiation intended for any such use), if such substance is not generally recognized, among experts qualified by scientific training and experience to evaluate its safety, as having been adequately shown through scientific procedures (or, in the case as a substance used in

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whether before or after harvest.

(2) **"Adulterated"** means the condition of a food if it:

(a) Bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health;

(b) Bears or contains added poisonous or deleterious substance for which no safe tolerance has been established;

(c) Consists in whole or part of any filthy, putrid, or decomposed substance, or if it is otherwise unfit for human consumption;

(d) Has been processed, prepared, packed, or held under unsanitary conditions, whereby it may have become contaminated with filth, or whereby it may have been rendered injurious to health;

(e) Is in a container composed in whole, or in part, of any poisonous or deleterious substance which may render the contents injurious to health.

(3) **"Advance Preparation"** is defined as food that is prepared for future service beyond a specific meal. Advance preparation foods must be immediately cooled after cooking to 41°F or below within 4 hours.

(4) **"Approved"** means acceptable to the Bureau of Medicine and Surgery (CHBUMED) based on determination of conformity with principles, practices, and generally recognized standards that protect public health.

(5) **" a_w "** means water activity which is a measure of the free moisture in a food, is the quotient of the water vapor pressure of the substance divided by the vapor pressure of pure water at the same temperature, and is indicated by the symbol a_w .

(6) **"Beverage"** is a liquid for drinking, including water.

(7) **"Bottled drinking water"** means water that is sealed in bottles, packages, or other containers and offered for sale for human consumption.

(8) **"Bulk food"** is defined as the greater part; the main

and a mixture of two or more types of meat that have been reduced in size and combined, such as sausages made from two or more meats.

(14) **Common Dining Area.**

(a) **"Common dining area"** is a central location where people gather to eat at mealtime.

(b) **"Common dining area"** does not apply to a kitchenette or dining area located within a resident's private living quarters.

(15) **"Confirmed Disease Outbreak"** is a food borne disease outbreak in which laboratory analysis of appropriate specimens identifies a causative organism and epidemiological analysis implicates the food as the source of the illness.

(16) **"Consumer"** is a person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food establishment or food processing plant, and does not offer the food for resale.

(17) **"Corrosion Resistant Material"** means a material that maintains acceptable surface cleanability characteristics under prolonged influence of the food to be contacted, the normal use of cleaning compounds and sanitizing solutions, and other conditions of the use environment.

(18) **"Critical Control Point"** is a point or procedure in a specific food system where loss of control may result in an unacceptable health risk.

(19) **"Critical Item"** is a provision of HACCP that, if in noncompliance, is more likely than other violations to contribute to food contamination, illness, or environmental degradation.

(20) **"Critical Limit"** is the maximum or minimum value to which a physical, biological, or chemical parameter must be controlled at a critical control point to minimize the risk that the identified food safety hazard may occur.

(21) **"Cross Connection"** is any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water, and the other, water of unknown or questionable safety, steam, other gases or liquids, whereby there

consumer dining; or

2 The need for a degree of cleanability for a utilitarian attachment or accessory in the kitchen as opposed to a decorative attachment or accessory in the consumer dining area.

(25) **Easily Movable.**

(a) "**Easily movable**" means weighing 14 kg (30 pounds) or less; mounted on casters, gliders, or rollers; or provided with a mechanical means requiring no more than 14 kg (30 pounds) of force to safely tilt a unit of equipment for cleaning; or

(b) Having no utility connection, a utility connection that disconnects quickly, or a flexible utility connection line of sufficient length to allow the equipment to be moved for cleaning of the equipment and adjacent area.

(26) "**Employee**" is the permit holder, person in charge, person having supervisory or management duties, person on the payroll, family member, volunteer, person performing work under contractual agreement, mess management specialist, mess cook, food service officer, or other person working in a food establishment.

(27) "**EPA**" refers to the U.S. Environmental Protection Agency.

(28) **Equipment.**

(a) "**Equipment**" is an article that is used in the operation of a food establishment such as a freezer, grinder, hood, ice maker, meat block, mixer, oven, reach-in refrigerator, scale, sink, slicer, stove, table, temperature measuring device for ambient air, vending machine, or water activity machine.

(b) "**Equipment**" does not include items used for handling or storing large quantities of packaged foods that are received from a supplier in a cased or overwrapped lot, such as hand trucks, forklifts, dollies, pallets, racks, and skids.

(29) "**Fish**" means fresh or saltwater finfish, molluscan shellfish, crustaceans, and other forms of aquatic animal life other than birds or mammals and includes any edible human food product derived in whole or in part from fish, including fish

food for human consumption:

1 Such as a food service facility, galley, restaurant; satellite or catered feeding location; catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people; market; vending location; institution; or food bank; and

2 That relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as a home delivery or grocery orders or a restaurant takeout orders, or delivery service that is provided by common carriers.

(b) **"Food Establishment"** includes:

1 An element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or a satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; and

2 An operation conducted in a mobile, stationary, temporary, or permanent facility or location: where consumption is on or off the premises; and regardless of whether there is a charge for the food.

(c) **"Food Establishment"** does not include:

1 An establishment that offers only prepackaged foods that are not potentially hazardous;

2 A produce stand that offers whole, uncut fresh fruits and vegetables;

3 A food processing plant;

4 A kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function such as a religious or charitable organization's bake sale if allowed by law and if the consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to regulation and inspection by the regulatory authority;

5 An area where food that is prepared as specified in subparagraph (c) (4) of this definition is sold or

which certain fluid and dry milk and milk products comply.

(39) **"General Use Pesticide"** is a pesticide that is not classified by EPA for restricted use as specified in 40 CFR 152.175.

(40) **Group Residence.**

(a) **"Group residence"** is a private or public housing corporation or institutional facility that provides living quarters and meals.

(b) **"Group residence"** includes a domicile for unrelated persons such as a retirement home or a long term health care facility.

(41) **"HACCP Plan"** is a written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

(42) **"Hazard"** means a biological, chemical, or physical property that may cause an unacceptable consumer health risk.

(43) **"Hermetically Sealed Container"** is a container designed and intended to be secure against the entry of microorganisms and, in the case of low acid canned foods, to maintain the commercial sterility of its contents after processing.

(44) **"Highly Susceptible Population"** is a group of persons who are more likely than other populations to experience food borne disease because they are immunocompromised or older adults and in a facility that provides health care or assisted living services, such as a hospital or nursing home; or preschool age children in a facility that provides custodial care, such as a child development center.

(45) **"Imminent Health Hazard"** is a significant threat or danger to health considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on:

and receipt of the food by the consumer.

(55) "**Pathogen**" means a disease causing agent or microorganism.

(56) "**Permit**" is the document issued by the regulatory authority that authorizes a person to operate a food establishment.

(57) "**Permit Holder**" means the entity that:

(a) Is legally responsible for the operation of the food establishment such as the owner, the owner's agent, or other person; and

(b) Possesses a valid permit to operate a food establishment.

(58) "**Person**" is an association, a corporation, individual, partnership, other legal entity, Government, or governmental subdivision or agency.

(59) "**Person in Charge**" is the individual present at a food establishment responsible for the operation at the time of inspection.

(60) **Personal Care Items.**

(a) "**Personal care items**" are substances that may be poisonous, toxic, or a source of contamination used to maintain or enhance a person's health, hygiene, or appearance.

(b) "**Personal care items**" include medicines, first aid supplies, cosmetics and toiletries.

(61) "**pH**" is the symbol for the negative logarithm of the hydrogen ion concentration, which is a measure of the degree of acidity or alkalinity of a solution. Values between 0 and 7 indicate acidity and values between 7 and 14 indicate alkalinity. The value of pure distilled water is 7, which is considered neutral.

(62) "**Physical Facilities**" means the structure and interior surfaces of a food establishment including accessories such as soap and towel dispensers and attachments such as light fixtures and heating or air-conditioning system vents.

2 The growth and toxin production of *Clostridium botulinum*; or

3 In raw shell eggs, the growth of *Salmonella enteritidis*.

(b) "**Potentially hazardous food**" includes an animal food (a food of animal origin) that is raw or heat treated; a food of plant origin that is heat treated or consists of raw seed sprouts; cut melons; and garlic oil mixtures that are not acidified or otherwise modified at a food processing plant in a way that results in mixtures that do not support growth as specified under subparagraph (a) of this definition.

(c) "**Potentially hazardous food**" does not include:

1 An air-cooled hard-boiled egg with shell intact;

2 A food with a a_w value of 0.85 or less;

3 A food with a pH level of 4.6 or below when measured at 75° F (24° C);

4 A food in an unopened hermetically sealed container, that is commercially processed to achieve and maintain commercial sterility under conditions of nonrefrigerated storage and distribution; and

5 A food for which laboratory evidence demonstrates the rapid and progressive growth of infectious or toxigenic microorganisms or the growth of *S. enteritidis* in eggs or *C. botulinum* cannot occur, such as a food that has an a_w and a pH that are above the levels specified under subparagraphs (c)2 and 3 of this definition and that may contain a preservative, other barrier to the growth of microorganisms, or a combination of barriers that inhibit the growth of microorganisms.

6 A food that may contain an infectious or toxigenic microorganism or chemical or physical contaminant at a level sufficient to cause illness, but that does not support the growth or microorganisms as specified under subparagraph (a) of this definition.

under this chapter.

2 Raw, washed, cut fruits and vegetables;

3 Whole, raw, fruits and vegetables that are presented for consumption without the need for further washing, such as at a buffet; and

4 Other food presented for consumption for which further washing or cooking is not required and from which rinds, peels, husks, or shells are removed.

(75) **Reduced Oxygen Packaging.**

(a) **"Reduced oxygen packaging"** means the reduction of the amount of oxygen in a package by mechanically evacuating the oxygen; displacing the oxygen with another gas or combination of gases; or otherwise controlling the oxygen content in a package to a level below that normally found in the surrounding atmosphere, which is 21% oxygen.

(b) **"Reduced oxygen packaging"** includes methods that may be referred to as altered atmosphere, modified atmosphere, controlled atmosphere, low oxygen, and vacuum packaging including sous vide.

(76) **"Refuse"** means solid waste not carried by water through the sewage system.

(77) **"Regulatory Authority"** is the local, State, Federal enforcement body, or authorized representative having jurisdiction over the food establishment. In this publication the regulatory authority usually means the Preventive Medicine Authority.

(78) **"Restricted Use Pesticide"** is a pesticide product that contains the active ingredients specified in 40 CFR 152.175, Pesticides Classified For Restricted Use, and that is limited to use by or under the direct supervision of a certified applicator.

(79) **"Safe Material"** means:

(a) An article manufactured from or composed of materials that may not reasonably be expected to result, directly or indirectly, in their becoming a component or otherwise affecting the characteristics of any food;

discarded.

(b) **"Single use articles"** include items such as wax paper, butcher paper, plastic wrap, formed aluminum food containers, jars, plastic tubs or buckets, bread wrap, pickle barrels, ketchup bottles, and number 10 cans which do not meet the materials, durability, strength and cleanability specifications for multiuse utensils.

(89) **"Slacking"** is the process of moderating food temperature by allowing a food to gradually increase from a temperature of -10°F (-23° C) to 25° F (-4° C) in preparation for deep-fat frying or to facilitate even heat penetration during the cooking of previously block frozen food.

(90) **"Smooth"** means:

(a) A food contact surface having a surface free of pits and inclusions with a cleanability equal to or exceeding that of (100 grit) number 3 stainless steel.

(b) A nonfood contact surface of equipment having a surface equal to that of commercial grade hot-rolled steel free of visible scale.

(c) A floor, wall, or ceiling having an even level surface with no roughness or projections that render it difficult to clean.

(91) **"Sous Vide"** is a method of packaging raw or partially cooked food, where the product is placed in a sealed pouch with the air removed. The pouch is cooked and refrigerated or frozen until needed, reheated and served.

(92) **"Support Animal"** is a trained animal that accompanies a person with a disability to assist in managing the disability and enables the person to perform functions the person would otherwise be unable to perform.

(93) **"Table Mounted Equipment"** means equipment that is not portable and is designed to be mounted off the floor on a table, counter, or shelf.

(94) **"Tableware"** means eating, drinking, and serving utensils for table use such as flatware including forks, knives, and spoons; hollowware including bowls, cups, serving dishes,

1-4 RESPONSIBILITIES

- 1-4.1 CHIEF, BUREAU OF MEDICINE & SURGERY**
- 1-4.2 NAVAL MEDICAL TREATMENT FACILITIES**
- 1-4.3 NAVY ENVIRONMENTAL AND PREVENTIVE MEDICINE UNITS
AND NAVY ENVIRONMENTAL HEALTH CENTER**
- 1-4.4 COMMANDER, NAVAL FACILITIES ENGINEERING COMMAND**
- 1-4.5 COMMANDER, NAVAL SEA SYSTEMS COMMAND**
- 1-4.6 COMMANDER, NAVAL SUPPLY SYSTEMS COMMAND**
- 1-4.7 COMMANDANT OF THE MARINE CORPS**
- 1-4.8 U.S. ARMY VETERINARY SERVICES**
- 1-4.9 COMMANDING OFFICERS**

1-4.1 Chief, Bureau of Medicine & Surgery (CHBUMED)

Establishes sanitary standards for food procurement, inspection on delivery, fitness for human consumption, storage and refrigeration, preparation and serving, and disposal of food residues. In addition, CHBUMED reviews and approves the sanitary aspects of standards, specifications, and design criteria prepared by other systems commands.

1-4.2 Naval Medical Treatment Facilities (MTFs)

Naval hospitals and clinics, through their preventive medicine departments, provide environmental health services intended to reduce the risk of food borne disease outbreaks including regular food service sanitation inspections and training. In addition, they conduct epidemiological investigations in the event of food borne outbreaks.

**1-4.3 Navy Environmental and Preventive Medicine Units
and Navy Environmental Health Center**

Navy Environmental and Preventive Medicine Units (NAVENPVNTMEDUS), under the command of the Navy Environmental Health Center (NAVENVIRHLTHCEN), provide specialized consultation, advice, and recommendations in matters of preventive medicine and environmental health to Navy and Marine Corps activities, ashore and afloat. Services related to food safety include:

- a. Food sanitation/safety instructor training programs;
- b. Evaluation of food sanitation/safety programs;
- c. Survey and recommendations concerning insect and vector problems;

1-4.7 Commandant of the Marine Corps

a. The Commandant of the Marine Corps (CMC) administers the food service program for the Marine Corps which includes the procurement, storage, issue, accounting for the preparation, and serving of food in appropriated fund messing facilities.

b. Food Management Team, U.S. Marine Corps. The mission of the food management team is to render assistance in raising food quality, achieving economy, and increasing effectiveness at the various activities visited.

c. Information concerning the Food Service and Subsistence Management Programs within the Marine Corps may be found in Marine Corps Order P10110.14, "Food Service and Subsistence Management Manual."

1-4.8 U.S. Army Veterinary Services

As DoD Executive Agent for veterinary services, the U.S. Army Veterinary Service is responsible for all aspects of military veterinary medicine, to include food wholesomeness and food safety assurance mission. Regional veterinary service support commands are responsible for the development of a product verification program that will ensure the quality of food ordered at the food establishment. This program includes cursory spot checks, specific product audits, and special audits directed by Defense Personnel Support Activity (DPSA) or at the customer's request. Veterinary services should be utilized to the fullest extent possible by all Navy and Marine Corps food establishments. Services available are:

a. Training of ordering activity (receiving) personnel in evaluating food products at receipt, to include delivery vehicle sanitation and specific commodity knowledge.

b. Laboratory examination of food products.

c. Development of the approved lists of food suppliers and the publication of the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement."

- e. The provision of food service sanitation training programs;
- f. Review of local plans and design specifications relating to construction of new food establishments and renovation of existing facilities;
- g. Pre-operational inspections conducted on all new food establishments;
- h. Maintaining regular liaison with the U.S. Army Veterinary Services to ensure adequate services are provided.
- i. In the absence of U.S. Army Veterinary Inspectors the PMA is responsible for sanitary inspections of Navy and Marine Corps commissaries.
- j. Epidemiological investigations in the event of food borne outbreaks.

1-4.9.5 Person in Charge

The food establishment manager shall be the person in charge or shall designate a person in charge. In military galleys the food service officer or leading mess management specialist/cook shall normally be the person in charge. A person in charge shall be required on site as specified in Section 2-1.1 of this chapter. See Section 2-1 for more details on the person in charge.

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Section II. MANAGEMENT AND PERSONNEL

- 2-1 SUPERVISION**
- 2-2 EMPLOYEE HEALTH**
- 2-3 PERSONAL CLEANLINESS**
- 2-4 HYGIENIC PRACTICES**

2-1 SUPERVISION

- 2-1.1 RESPONSIBILITY**
- 2-1.2 KNOWLEDGE AND TRAINING**
- 2-1.3 DUTIES**

2-1.1 Responsibility (Assignment)

The food establishment manager/permit holder shall be the person in charge or shall designate a person in charge and ensure that a person in charge is present at the food establishment during all hours of operation for food facilities that are categorized as a risk type 3 or 4. Smaller food establishments that are categorized as a Risk Type 1 or 2 require one designated person in charge of the facility. Refer to Section 6-3.4 for explanations of risk categorization of food establishments.

2-1.2 Knowledge and Training

- 2-1.2.1 Knowledge Demonstration**
- 2-1.2.2 Training Requirements**

2-1.2.1 Knowledge Demonstration

- 2-1.2.1.A Person in Charge**
- 2-1.2.1.B Food Employee**

2-1.2.1.A Person in Charge

Based on the risks of food borne illness inherent to the food operation, during inspections and upon request, the person in charge shall demonstrate to the preventive medicine authority knowledge of food borne disease prevention, application of the hazard analysis critical control point principles, and the requirements of the NAVMED P-5010-1, as it relates to the food operation, by:

- a. Describing the relationship between the prevention of food borne disease and the personal hygiene of a food employee;

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b. Explaining the responsibility of the person in charge for preventing the transmission of food borne disease by a food employee who has a disease or medical condition that may cause food borne disease;

c. Describing diseases that are transmissible through food and the symptoms associated with the diseases;

d. Explaining the significance of the relationship between maintaining the time and temperature of potentially hazardous food and the prevention of food borne illness;

e. Explaining the hazards involved in the consumption of raw or undercooked meat, poultry, eggs, and fish.

f. Stating the required food temperatures and times for safe cooking of potentially hazardous food, including meat, poultry, eggs, and fish;

g. Stating the required temperatures and times for the safe refrigerated storage, hot holding, cooling, and reheating of potentially hazardous food;

h. Describing the relationship between the prevention of food borne illness and the management and control of the following:

(1) Cross contamination,

(2) Hand contact with ready-to-eat foods,

(3) Hand washing, and

(4) Maintaining the food establishment in a clean condition and in good repair;

i. Explaining the relationship between food safety and providing equipment that is:

(1) Sufficient in number and capacity, and

(2) Properly designed, constructed, located, installed, operated, maintained, and cleaned;

j. Explaining correct procedures for cleaning and sanitizing utensils and food contact surfaces of equipment;

c. Stating the required temperatures and times for the safe refrigerated storage, hot holding, cooling, and reheating of potentially hazardous food; and

d. Explaining correct procedures for cleaning and sanitizing utensils and food contact surfaces of equipment.

2-1.2.2 Training Requirements

2-1.2.2.A Person in Charge

2-1.2.2.B Food Employee

2-1.2.2.C Food Employee Training Course

2-1.2.2.D Supervisor/Manager Training Course

2-1.2.2.A Person in Charge

An 18-hour supervisor/manager food service sanitation/food safety training course is required for all personnel designated as a person in charge. This training is required for new personnel prior to assuming the responsibilities as a person in charge. A refresher supervisor/manager course is required every 3 years. The supervisor/manager food service sanitation training course also certifies supervisors/managers to teach the 4-hour employee food safety course.

2-1.2.2.B Food Employee

a. All food service employees must receive a minimum of 4 hours initial food safety training. New food service personnel shall receive this 4 hours training within the first 30 days of employment. All food service employees must receive a minimum additional 4 hours annual food sanitation training. This requirement for annual training need not be conducted in a consecutive 4 hour block of time.

b. 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.

c. Bartenders that do not prepare food require 1 hour of initial food sanitation training.

2-1.2.2.C Food Employee Training Course

a. Food safety training must be offered per SECNAVINST 4061.1 series and if approved by the area PMA, other programs (such as the National Restaurant Association, ServSafe® Courses or the Educational Testing Service Program) that meet the

2-1.2.2.D Supervisor/Manager Training Course

a. Food service sanitation/food safety training must be offered per SECNAVINST 4061.1 series and if approved by the area PMA, other programs (such as the National Restaurant Association, Serving Safe Food/Applied Food Service Sanitation ServSafe® Courses or the Educational Testing Service Program) that meet the competency based requirements can be substituted. All training programs must be conducted by qualified food sanitation instructors. Instructors qualified to teach the food safety training for managers and supervisors are:

- (1) Environmental health officers;
- (2) Preventive medicine technicians;
- (3) Other military and civilian personnel who are approved by the cognizant NAVENPVNTMEDU.

b. The 18-hour supervisor/manager food service sanitation/food safety training course shall include the following:

(1) This course shall be based on the competencies listed in section 2-1.2.1.A of this chapter and consists of the following:

(2) Topics:

- (a) Administrative/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 & Sanitizing of Food Service Equipment
Safety
- (j) Instructor Techniques

g. Employees are properly cooking potentially hazardous food, being particularly careful in cooking those foods known to cause severe food borne illness and death, such as eggs and comminuted meats, through daily oversight of the employees' routine monitoring of the cooking temperatures

h. Employees are using proper methods to rapidly cool potentially hazardous foods that are not held hot or are not for consumption within 4 hours, through daily oversight of the employees' routine monitoring of food temperatures during cooling.

i. Consumers who order raw or partially cooked foods of animal origin are informed the food is not cooked sufficiently to ensure its safety.

j. Employees are properly sanitizing cleaned multiuse equipment and utensils before they are reused, through routine monitoring of solution temperature and exposure time for hot water sanitizing, and chemical concentration, pH, temperature, and exposure time for chemical sanitizing.

k. Consumers are notified that clean tableware is to be used when they return to self-service areas such as salad bars and buffets.

2-2 EMPLOYEE HEALTH

- 2-2.1 DISEASE OR MEDICAL CONDITION**
- 2-2.2 PHYSICAL EXAMINATION (MEDICAL SCREENING)**
- 2-2.3 EXCLUSIONS AND RESTRICTIONS**
- 2-2.4 REMOVAL OF EXCLUSIONS AND RESTRICTIONS**
- 2-2.5 PERSON IN CHARGE RESPONSIBILITIES**
- 2-2.6 EMPLOYEE RESPONSIBILITIES**

2-2.1 Disease or Medical Condition

- 2-2.1.1 Prohibited Diseases**
- 2-2.1.2 Prohibited Symptoms**

2-2.1.1 Prohibited Diseases

Prohibited diseases include illnesses caused by:

- a. *Salmonella typhi*
- b. *Shigella* spp.

accomplished. All screening shall be documented using a locally prepared special Standard Form 600, which shall be reviewed by the local medical authority. An example of this form is found in Appendix C.

2-2.3 Exclusions and Restrictions.

The local medical authority shall:

a. Exclude a food employee from a food establishment if the employee is diagnosed with an infectious agent specified in 2-2.1.1.

b. Restrict a food employee from working with exposed food clean equipment, utensils, and linens; and unwrapped single service and single use articles, in a food establishment if the food employee is:

(1) Suffering from a prohibited symptom specified in Section 2-2.1.2, or

(2) Is not experiencing a symptom of acute gastroenteritis specified in Section 2-2.1.2 but has a stool that yields a specimen culture that is positive for *Salmonella typhi*, *Shigella* spp., *Escherichia coli* O157:H7, or hepatitis A virus.

c. If the population served is a highly susceptible population, exclude a food employee who has symptoms specified in Section 2-2.1.2 or meets one or more of the following high risk conditions:

(1) Is suspected of causing, or being exposed to a confirmed disease outbreak caused by *S. typhi*, *Shigella* spp., *E. coli* O157:H7, or hepatitis A virus illness or

(2) Lives in the same household as a person who is diagnosed with a disease caused by *S. typhi*, *Shigella* spp., *E. coli* O157:H7, or hepatitis A virus infection,

(3) Lives in the same household as a person who attends or works in a setting where there is a confirmed disease outbreak caused by *S. typhi*, *Shigella* spp., *E. coli* O157:H7, or hepatitis A virus infection,

(4) Traveled out of the country within the last 50 calendar days.

2-3 PERSONAL CLEANLINESS

- 2-3.1 HANDS AND ARMS**
- 2-3.2 FINGERNAILS**
- 2-3.3 JEWELRY**
- 2-3.4 OUTER CLOTHING**
- 2-3.5 PERSONAL EFFECTS**

2-3.1 Hands And Arms

- 2-3.1.1 Clean Condition**
- 2-3.1.2 Cleaning Procedure**
- 2-3.1.3 When to Wash**
- 2-3.1.4 Where to Wash**
- 2-3.1.5 Hand Sanitizers**

2-3.1.1 Clean Condition

Food employees shall keep their hands and exposed portions of their arms clean.

2-3.1.2 Cleaning Procedure

Food employees shall clean their hands and exposed portions of their arms with a cleaning compound by vigorously rubbing together the surfaces of their lathered hands and arms for at least 20 seconds and thoroughly rinsing with clean water. Employees shall pay particular attention to the areas underneath the fingernails and between the fingers.

2-3.1.3 When to Wash

Food employees shall clean their hands and exposed portions of their arms as noted above at the following times:

- a. After touching bare human body parts other than clean hands, and clean exposed portions of arms;
- b. After using the toilet room;
- c. After caring for or handling authorized support animals;
- d. After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking;
- e. After handling soiled equipment or utensils;

change to clean clothing if their clothing is soiled.

2-3.5 Personal Effects

Clothing and personal effects of food service personnel must not be kept in food preparation and serving areas; nor will personnel use these same areas for changing their clothes.

2-4 HYGIENIC PRACTICES

2-4.1 FOOD CONTAMINATION PREVENTION

2-4.2 HAIR RESTRAINTS

2-4.3 ANIMALS

2-4.1 Food Contamination Prevention

2-4.1.1 Eating, Drinking, or Using Tobacco.

2-4.1.2 Discharges from the Eyes, Nose, and Mouth.

2-4.1.1 Eating, Drinking, or Using Tobacco

a. An employee shall not eat, drink, or use any form of tobacco except in designated areas, or as specified in paragraph b of this section. This policy should be particularly enforced where the contamination of any of the following may occur: exposed food; clean equipment, utensils, and linens; unwrapped single service and single use articles; or other items needing protection.

b. A food employee may drink from a closed beverage container if the container is handled to prevent contamination of:

(1) The employee's hands;

(2) The container;

(3) Exposed food; clean equipment, utensils, and linens; and unwrapped single service and single use articles.

2-4.1.2 Discharges from the Eyes, Nose, and Mouth

Food employees experiencing persistent sneezing, coughing, or a runny nose that causes discharges from the eyes, nose, or mouth may not work with exposed food; clean equipment, utensils, and linens; or unwrapped single service or single use articles.

Section III. FOOD

- 3-1 PROCUREMENT, ACCEPTANCE & INSPECTION OF FOOD ITEMS
- 3-2 PROTECTION OF FOOD ITEMS FROM CONTAMINATION AFTER RECEIVING
- 3-3 DISPOSITION OF UNSATISFACTORY FOOD ITEMS
- 3-4 STORAGE AND CARE OF FOOD ITEMS
- 3-5 PREPARING AND SERVING OF FOOD
- 3-6 SPECIAL FACILITIES AND VENDING OPERATIONS
- 3-7 TEMPORARY FOOD SERVICE
- 3-8 HACCP INFORMATION

3-1 PROCUREMENT, ACCEPTANCE & INSPECTION OF FOOD ITEMS

- 3-1.1 PROCUREMENT OF FOOD ITEMS
- 3-1.2 ACCEPTANCE AUTHORITY
- 3-1.3 INSPECTION OF FOOD ITEMS
- 3-1.4 TEMPERATURE SPECIFICATIONS FOR RECEIVING OF FOOD ITEMS

3-1.1 Procurement of Food Items

a. The Subsistence Prime Vendor (SPV) Program is a major reengineering effort within the Department of Defense (Food Purchasing Procedures) whereby a single distributor serves as the major provider of product to various Federal customers within a geographical region or zone. Navy and Marine Corps dining facilities will no longer receive food items from Defense Logistics Agency (DLA) warehouses. The vendor supplies commercially available subsistence under a contractual agreement established by the Defense Personnel Support Activity (DPSC) - the lead agency for the SPV program. The SPV selected for each zone will deliver directly to dining facilities or a chosen location within 48 hours after ordering. The customer will select the number of deliveries and the day of the week deliveries should be made. At time of delivery, items are accepted or rejected by the ordering activity, rejections will be replaced by the SPV.

b. All food delivered by SPV to Navy and Marine corps will originate from facilities listed in the U.S. Army publication, *Directory of Sanitarily Approved Food Establishments*, or from one of the following establishments exempted from the listing:

(1) Establishments listed in USDA publication, *Meat and Poultry Inspection Directory*.

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(2) Establishments listed in 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 Health and Human Services; Public Health Service (PHS); FDA, Center for Food and 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 USDC, National Oceanic and Atmospheric Administration and the National Fisheries Service.

(6) Shellfish establishments listed in *Interstate Certified Shellfish Shippers List*, published monthly by the U.S. Department of Health and Human Services, Food and Drug Administration, Washington, DC.

(7) The following establishments are also exempt from the *Directory of Sanitarily Approved Food Establishments* listing:

(a) Food imported by distributors or brokers into the United States.

(b) Plants located in the United States that process food known to possess little or no potential health hazards. Specific exemptions from the directory listing of other plants are on an item by item basis. See Naval Supply Systems Command Instruction 4355.4 /AR 40-657/MCO P10110.31

3-1.2 Acceptance Authority

- 3-1.2.1 General Information
- 3-1.2.2 Meats and Poultry
- 3-1.2.3 Fish and Shellfish (seafood)
- 3-1.2.4 Fruits and Vegetables
- 3-1.2.5 Canned Products
- 3-1.2.6 Dry Food Items
- 3-1.2.7 Milk

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general information and techniques involved in food inspection.

f. Food inspections afloat should be made in the company of the supply officer or representative, thus a combination of knowledge and training can result in an effective inspection program.

g. The practice of sound judgement, coupled with experience and common sense will help determine what items are fit or unfit. Foul odor and unnatural appearance, as determined by the PMA, are causes for rejection.

3-1.2.2 Meats and Poultry

a. In the United States all meat and poultry purchased from subsistence prime vendors or a subcontractor under a prime vendor contract must have originated from plants operating according to all USDA requirements and the law. In overseas areas where meats, meat products, poultry, and poultry products cannot be obtained from plants under Federal or State inspection systems, the U.S. Army Veterinary Service provides inspection services. These approved plants are listed in the *Directory of Sanitarily Approved Food Establishments*.

b. Guidelines for receipt of meats and poultry may be found in NAVSUP PUB 421 AND NAVSUP PUB 486.

3-1.2.3 Fish and Shellfish (seafood)

a. Fish may not be received from subsistence prime vendors Unless they are legally caught, harvested, and obtained from a source listed in *Directory of Sanitarily Approved Food Establishments* or *USDC Approved List of Fish Establishments and Products*.

b. Fish must be carefully inspected. Refrozen fish must not be used. Fresh fish have bright red gills, prominent clear eyes and firm elastic flesh. Stale fish are dull in appearance, have cloudy and red bordered eyes and soft flesh; finger impressions are made easily and remain when digital pressure is released.

c. Fish caught over the side at sea must not be consumed.

3-1.2.4 Fruits and Vegetables

Inspections of fresh fruits and vegetables are based on USDA standards. Use common sense when inspecting fruits and vegetables. For additional information refer to NAVSUP 421.

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The pitchers will be covered and transported immediately to child activity rooms. All milk remaining in the serving pitchers will be discarded.

d. Individual, single service, disposable containers of one pint or less will be used when fresh milk is served in flight, in transit, at field exercises, to patients in isolation for infectious or suspected infectious disease, or to individuals under similar conditions.

e. Milk and fluid milk products will not be offered for consumption beyond product expiration date without approval from the local veterinary activity.

f. Delivery inspections of dairy products are normally conducted by personnel attached to the receiving activity. Inspectors must ensure milk and milk products are from an approved source and delivered in containers which are in good condition, properly sealed, organoleptically acceptable, and that the temperature of the product on delivery is 45°F or less or under the current procurement contract.

g. Vehicles used in transportation of milk in its final delivery containers must be refrigerated, constructed with permanent tops and sides, and must be clean. The use of ice on tops of milk cartons for cooling milk during delivery or on the serving line is prohibited.

3-1.2.8 Butter, Eggs and Cheese

a. Butter. Butter should be received in clean, unbroken cases. The color should be uniform and the texture firm.

b. Shell Eggs.

(1) Shell eggs shall be received clean and sound and may not exceed the restricted egg tolerances for U.S. Consumer Grade B as specified in 7 CFR Part 56 - Regulations Governing the Grading of Shell Eggs and U.S. Standards, Grades, and Weight Classes for Shell Eggs, and 7 CFR Part 59 - Regulations Governing the Inspection of Eggs and Egg Products.

(2) Shell eggs must be received at 45° F or less and cooled and maintained at 41° F or below.

(3) Liquid, frozen, or dry eggs and egg products shall be obtained pasteurized.

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AVIs will not impede deliveries to accommodate any product or any product evaluations unless they identify unwholesome products or unsanitary vehicle conditions.

(4) When products of questionable quality are identified prior to acceptance, authorized receiving individual's may request that AVIs or the Navy PMA provide guidance on or actually perform expedited product quality evaluations on deliveries.

(5) Routine Product Compliance Evaluations are performed to ensure food items comply with packaging and marking, best value for their intended use, satisfaction by customer, wholesomeness and at a minimum, count, condition and identity are determined. AVIs evaluate food products against applicable vendor specifications. Generally, cooking of product is not involved and the evaluation is done on-site at the food establishment. Items selected for Routine Compliance Evaluation are food items which have caused customer dissatisfaction.

(6) Special Product Compliance Evaluations are performed to ensure items meet all requirements in the specifications under which they were procured and they are wholesome. Special evaluations may involve cooking or other forms of processing and will be performed on-site at the food establishment by the AVI. However, food service authorities at any location may request evaluation of items other than or in addition to those scheduled for a Special Product Compliance Evaluation.

b. Inspection of food items conducted without the assistance of AVIs or the Navy PMA should be approached using common sense and knowledge obtained through food service sanitation training. If food has a foul odor or appears unnatural, it is cause for rejection and should be immediately reported through the chain of command.

3-1.4 Temperature Specifications for Receiving of Food Items

a. Except as specified in paragraph b of this section, refrigerated, PHF shall be at a temperature of 41°F (5°C) or below when received.

b. If a temperature other than 41°F (5°C) for a PHF is specified in the law(s) governing its distribution, such as laws governing milk, molluscan shellfish and shell eggs, the food may be received at the specified temperature.

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3-2.3 Packaged and Unpackaged Food - Separation, Packaging and Segregation

a. Food shall be protected from cross contamination by separating raw animal foods during storage, preparation, holding, and display from:

(1) Raw ready-to-eat food including raw animal food such as fish for sushi or molluscan shellfish, or other raw ready-to-eat food such as vegetables; and

(2) Cooked ready-to-eat food.

b. Except when combined as ingredients, separate types of raw animal foods from each other such as beef, fish, lamb, pork, and poultry during storage, preparation, holding, and display by:

(1) Using separate equipment for each food type; or

(2) Arranging each type of food in equipment so that cross contamination of one type with another is prevented; and

(3) Preparing each type of food at different times or in separate areas.

c. Cleaning equipment and utensils and sanitizing as specified in this chapter;

d. Storing food in packages, containers, or wrappings;

e. Cleaning hermetically sealed containers of food of visible soil before opening;

f. Protecting food containers that are received packaged together in a case or overwrap from cuts when the case or overwrap is opened;

g. Clearly distinguishing damaged, spoiled, or recalled food being held in the food establishment;

h. Separating fruits and vegetables, before they are washed.

3-2.4 Food Storage Containers, Labeled with Common Name of the Food

Containers holding food or food ingredients shall be labeled with the common name of the food. Containers holding food that can be readily and unmistakably recognized (e.g., dry pasta, bread) need not be identified.

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3-3 DISPOSITION OF UNSATISFACTORY FOOD ITEMS

a. The discovery of a hazardous food item in a military food establishment will:

(1) Be reported by the person in charge by OP-IMMEDIATE message to the Defense Personnel Support Center, Philadelphia ATTN: DPSC-HQS (Consumer Safety Officer). The mailing address is 2800 South 20th Street, Philadelphia, PA 19145. Commercial telephone: (215) 737-3845; DSN: 444-3845; FAX: (215) 737-7526. Message plad is DPSC PHILADELPHIA PA.

(2) The person in charge shall place the item on medical hold and submit samples and tests of the suspected food as follows:

(a) Shore activities. Samples of the product (both normal and abnormal) will be submitted when considered necessary by the PMA or veterinary representative. Samples will be sent with an original and four copies of DD Form 1222, Request for Results of Tests.

(b) Ships. At the direction of the PMA, samples of the food product both normal and abnormal, will be turned into the nearest Navy shore activity which will arrange for veterinary inspection of the product as in section (a) above.

(c) Submit samples to one of the following addresses, as appropriate.

(d) Veterinary Laboratories:

CONUS:

DoD Veterinary Laboratory
2472 Schofield Road
Bldg 2632
Fort Sam Houston, TX 78234

Hawaii:

Veterinary Services, TAMC
ATTN: Food Analysis Laboratory
Bldg 936 Duck Road
Schofield Barracks, HI 96859-5460

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3-4 STORAGE AND CARE OF FOOD ITEMS

- 3-4.1 GENERAL INFORMATION**
- 3-4.2 REFRIGERATED STORAGE**
- 3-4.3 HEATED STORAGE**
- 3-4.4 SEMIPERISHABLE FOOD**
- 3-4.5 FRESH AND FROZEN FOOD**
- 3-4.6 FOOD STORAGE PROCEDURES**
- 3-4.7 ICE**
- 3-4.8 SALVAGE OF FOOD EXPOSED TO REFRIGERATION FAILURE**

3-4.1 General Information

a. Proper food storage minimizes contamination and improves shelf life. Food, whether raw or prepared, if removed from the container or package in which it was obtained, shall be stored in a clean, covered container. Container covers shall be impervious and nonabsorbent, except clean linens or napkins may be used for covering small quantities of bread or rolls. Solid cuts of meat will be covered in storage, except that quarters or sides of meat may be hung uncovered on clean, sanitized hooks if no food product is stored beneath the meat. Where dissimilar species of raw meats or raw and cooked items are stored in the same refrigeration unit, physical separation or other effective product protection shall be provided to prevent cross contamination.

b. Containers or bulk lots of food will be stored 6 inches (15 cm) above the floor and 4 inches (10 cm) from the walls, on clean racks, dollies, non wood pallets, or other easily cleanable surfaces. Storage racks and dollies should be easily moveable to facilitate inspection and cleaning. Wood pallets must not be used for food storage.

c. Do not store food or clean equipment including single service utensils in locker areas, toilet rooms, open stairwells or vestibules, garbage rooms, or mechanical areas, including boiler, electrical or telephone control rooms and elevator shafts.

d. Do not store food or food containers under exposed or unprotected sewer lines, steam, water or waste lines or other pipes on which condensation forms, under leaking automatic fire sprinkler systems or other sources of contamination. (Note: In existing facilities violating this requirement, the PMA will determine the need for; drip pans or other shielding to intercept and direct potential dripping or condensate into a sanitary waste line, insulation, relocation, renovation of storage areas or other corrective action).

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(5) The interior surfaces of refrigerated storage units must be routinely washed with warm water and hand ware washing detergent then rinsed with warm potable water.

(6) Temperature logs must be maintained for all bulk cold storage spaces. Accurate entries will be made at least twice daily. Any prolonged deviation (more than 4 hours) from the recommended storage temperatures must be promptly reported to the food service officer and PMA for appropriate action;

(7) Refrigerators that contain advance prepared PHF will also have temperatures logged twice daily. Logs must be maintained in the facility for at least 1 year.

b. PHF requiring refrigeration after preparation will be cooled to an internal product temperature of 41°F or below within 4 hours.

c. Frozen food will be kept frozen and stored at a product temperature of 0° F or below. Ice cream being dispensed by a scoop can be held between 6°F and 10°F to facilitate serving.

d. Wet storage of food is prohibited, except for short term holding (24-36 hours) of peeled or sliced potatoes, carrots, and celery sticks. Wet storage of live lobsters is authorized prior to preparation.

e. All food stored in refrigerated storage units will be covered or otherwise protected from contamination. See section 3-5.6 for cooling procedures.

f. Direct storage of raw or prepared foods, except for unpeeled hard skin fruits and vegetables, on refrigerator shelves is prohibited.

g. Foods protected in single shelf refrigerated display cases are not required to be individually covered.

3-4.3 Heated Storage

a. Provide sufficient conveniently located hot food holding units to assure the maintenance of food at the required temperature during holding. Each piece of equipment used for holding PHF will be provided with an easily readable numerically scaled indicating thermometer, accurate to $\pm 3^{\circ}\text{F}$, located to measure the air temperature in the coolest part of the unit and placed to be easily readable. Recording thermometers, accurate $\pm 3^{\circ}\text{F}$, may be used in lieu of indicating thermometers. Where it is impractical to install thermometers on equipment such as hot

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inspector finds them to be unfit for human consumption.

c. When inspecting storerooms, the outward appearance of food containers and the condition of the foods must be checked. Torn or broken bags of food must be immediately used, transferred to insect proof containers or surveyed. If an insect infestation is discovered, several specimens should be carefully collected and sent for species identification to the nearest military activity capable of identifying insects. A report of suspected hazardous food items must be submitted as required by NAVSUP PUB 486, Volume 1.

d. Heavily infested food, i.e. seven or more living or dead insects per pound must be surveyed (see MIL-STD-904A). Lightly infested food should be immediately removed, placed in a freezer for 72 hours, sifted to remove the insects and used as soon as possible, except as follows:

(1) When an infestation is found to involve living or dead larval stages of an insect species belonging to the genus *Trogoderma*, or other dermestids, one insect within the product itself (not external) will be justification for the condemnation of the container or bag;

(2) When an infestation is found to involve living or dead insect species belonging to the genus *Tribolium*, three insects per pound within the packages inspected will be justification for the condemnation of the lot.

(3) When an infestation is found to involve insects other than those belonging to the genus *Trogoderma* (or other dermestids) or *Tribolium*, an average of seven or more insects per pound of product, in the lot being inspected, shall be justification for condemnation of that lot.

e. It is important to remember that 72 hours in a freezer will arrest the development of the infestation but will not kill all of the insects. To kill all insects in all stages, the infested product must be kept at 0°F or below for 2 weeks. When insect infestations are discovered, they must be handled by Chapter 8, Medical Entomology and Pest Control Technology, of this manual, NAVMED P-5010.

3-4.5 Fresh and Frozen Food

a. To promote proper air circulation, fresh and frozen food items must be stored on pallets or one inch high deck grating away from bulkheads and cooling coils. At least 6 inches of clearance must be maintained between the tops of the stacks and the openings of the air ducts.

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d. Ice should be bacteriologically sampled as determined by the PMA.

Table 1-1. Directions for monthly cleaning of ice making machines

BULK ICE MAKING MACHINES

STEP	PROCEDURES
1. Turn off motor	Empty, defrost and clean. Make certain overflow pipes carry off water used for defrosting.
2. Wash all parts, including ice storage bin.	Use a plastic bristle brush to scrub inside and outside of bins with mild detergent solution.
3. Rinse	Rinse with water containing at least 50 ppm chlorine to preclude bad odors and the accumulation of film deposits from detergents. Water drain should be clear and free to allow proper rinse.
4. Check Water Control	Clean to prevent clogging of holes of water flow control.

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3-5.1 Introduction

a. All food (including ice) will be obtained from approved sources and will be wholesome, honestly presented and labeled per Federal law.

b. Food prepared in a private home may not be used or offered for human consumption in a food establishment. This requirement does not apply to chapel suppers, family child care homes, neighborhood cookouts, unit bake sales, and similar functions, provided the food is identified as home prepared food. Serving home canned foods is prohibited at command sponsored events.

c. Food Protection Measures. Minimum food protection measures include:

(1) Applying good sanitation practices in the handling of food.

(2) Maintaining high standards of personal hygiene.

(3) Keeping PHF refrigerated or heated to temperatures that minimize the growth of pathogenic microorganisms.

(4) Inspecting food products for wholesomeness, temperature, and sanitary condition prior to acceptance at the facility.

(5) Cooking potentially hazardous foods (PHFs), as appropriate, to kill harmful microorganisms.

(6) Providing adequate personnel, equipment, and facilities to ensure sanitary operation.

(7) Preventing infestation or contamination of food by insects and rodents, and contamination of food with toxic chemicals.

(8) Use properly designed, cleaned and sanitized equipment for its intended use.

3-5.2 Cooking Raw Animal Products

a. Except as specified in the paragraphs below, raw animal foods such as eggs, fish, poultry, meat (except roast beef), and foods containing these raw animal foods, shall be cooked to heat all parts of the food to an internal temperatures as identified in Table 1-2:

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Table 1-3. Oven parameters required for destruction of pathogens on the surface of roasts of beef and corned beef.

Oven Type	Oven Temperature	
	Based on Roast Weight	
	Less than 10 lbs (4.5 kg)	10 lbs (4.5 kg) or greater
Still Dry	350°F (177°C) or greater	250°F (121°C) or greater
Convection	325°F (163°C) or greater	250°F (121°C) or greater
High Humidity ¹	250°F (121°C) or less	250°F (121°C) or greater

¹Relative humidity greater than 90% for at least 1 hour as measured in the cooking chamber or exit of the oven; or in a moisture impermeable bag that provides 100% humidity.

Table 1-4. Minimum holding times required at specified temperatures for cooking all parts of roasts of beef and corned beef.

Temperature Time ¹ °F (°C)		Temperature Time ¹ °F (°C)		Temperature Time ¹ °F (°C)	
54 (130)	121 minutes	58 (136)	32 minutes	61 (142)	8 minutes
56 (132)	77 minutes	59 (138)	19 minutes	62 (144)	5 minutes
57 (134)	47 minutes	60 (140)	12 minutes	63 (145)	3 minutes

¹Holding time may include post oven heat rise.

b. Microwave Cooking

(1) Raw animal foods cooked in a microwave oven shall be:

(a) Rotated or stirred throughout or midway during cooking to compensate for uneven distribution of heat;

(b) Covered to retain surface moisture;

(c) Heated to a temperature of at least 165°F (74°C); in all parts of the food;

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immediately after cooking must be either rapidly chilled to temperatures of 41°F or lower, or held at 140°F or higher. Growth of harmful bacteria and the development of toxins (poisons) formed by bacteria occur rapidly in protein foods when held at temperatures between 41°F and 140°F. Potentially hazardous foods which have been held at temperatures between 41°F and 140°F longer than 4 hours are considered unsafe for consumption and must be destroyed. If the product is refrigerated at intervals and then permitted to warm, the total time of the various periods between 41°F and 140°F must not exceed 4 hours.

b. Potentially hazardous ingredients for foods that are in a form to be consumed without further cooking such as salads, sandwiches, filled pastry products and reconstituted foods must have been chilled to 41°F or below prior to preparation.

3-5.4 Reconstituting or Fortifying Food

a. The ingredients and the container must be prechilled to 41°F or below before reconstituting or fortifying a potentially hazardous food with the addition of a dry ingredient such as dry milk or milk product, a dessert mix or similar product if the container is larger than 1 gallon.

b. A potentially hazardous food which has been reconstituted or fortified by the addition of a dry ingredient such as dried milk, eggs, soup, sauce, dessert mix or similar product, if not for immediate service, must be:

(1) Held at 41°F or below until served;

(2) Immediately placed, after mixing, into either a frozen dessert machine or other liquid product refrigeration unit; or

(3) Held at 140°F or above.

c. A reconstituted or fortified potentially hazardous food that is held between 41°F and 140°F for longer than 4 hours will be discarded.

3-5.5 Time as a Public Health Control

Time only, rather than time in conjunction with temperature, may be used as the public health control for a working supply of potentially hazardous food before cooking, or for ready to eat potentially hazardous food that is displayed or held for service

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(1) Quick chilling with ice bath and agitation (stirring mechanically or manually every 20 to 30 minutes).

(2) Portioning to shallow pans (3 inches (7.6 cm) product depth or less) or smaller containers (1 gallon or less).

(3) Using prechilled pans and containers for portioning products.

(4) Circulating cold water in steam jacket or kettles (where feasible).

(5) Short term storage with agitation in walk-in refrigerator operating below 38°F, or in a rapid chill refrigerator to reduce the temperature prior to placing in a standard refrigerator.

(6) Immersing the cooking container in cold, running water with product agitation.

(7) Spreading sliced or layered solid items in shallow pans, then refrigerating.

(8) Distributing the product among several refrigerators.

(9) Using metal, stainless steel or aluminum, containers. (Metal containers have higher rates of heat transfer than plastic or glass containers.)

(10) Using reduced water content for recipes such as stews. After cooking add potable ice to make up the volume of water and promote rapid cooling.

(11) Using ice type paddles.

c. Protect advance preparation foods from contamination by the following:

(1) Hot foods may be loosely covered, or uncovered if protected from overhead contamination during the cooling period to facilitate heat transfer from the surface of the food.

(2) Tightly cover food as soon as possible after the product temperature reaches 41°F.

(3) Potentially hazardous foods to be transported will be prechilled and held during transport at an internal product temperature of 41°F or below unless maintained per section 3-4.3(B).

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3-5.6.2 Leftovers

a. Leftovers are any unserved food remaining at the end of the meal period for which it is prepared. Served food, or food that has been placed on a serving line does not qualify and must be discarded. Leftovers are categorized as potentially hazardous food and nonpotentially hazardous food.

b. Nonpotentially hazardous leftovers are such items as individual commercially packaged crackers, condiments, etc., which may be recovered from the serving line, but not dining tables or trays, and be retained for reuse. Bottled condiments that do not require refrigeration (e.g. mustard, catsup/ketchup, steak sauce, etc.) may be retained for reuse. Unsliced, hard skinned fruits may be retained from serving lines for reuse provided they are washed.

c. Potentially Hazardous Leftovers. Potentially hazardous leftovers include any potentially hazardous food prepared for a specific meal period and then retained for a later meal period. This section does not apply to advance prepared food as defined in section 3-5.6.1 The following provisions apply:

(1) Foods with commercially prepared chopped or ground meat ingredients may be retained as leftovers.

(2) Potentially hazardous food retained as leftovers must have been held at safe temperatures.

(3) Potentially hazardous food must not have been placed on the serving line. They must have been held in the kitchen for "hot holding" at 140°F or in "cold holding" at 41°F or below.

(4) Hot items to be retained chilled, must be cooled within a 4-hour period, in the following manner:

(a) From 140°F to 70°F within 2 hours; and

(b) From 70°F to 41°F, or below, within the total 4-hour period.

1 Any food not meeting these temperature requirements at the specified times will be discarded.

2 These food items must be maintained at 41°F or below until removed for service or heating for hot holding prior to service.

3 Rapid cooling methods are discussed in section 3-5.6.1.

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3-5.6.3 Donation of Excess Food to Local Relief Organizations

Guidance for donation of excess food to local relief organizations and similar programs may be obtained from the Naval Supply Systems Command. It is recommended that commands donating excess food follow a HACCP system.

3-5.7 Frozen Foods

a. The storage of frozen foods shall be limited to the storage life listed in NAVSUP PUB 486, Volume 1, Chapter 5.

b. Thawing Procedures.

(1) Frozen foods must not be thawed by exposure to excessive heat or warm air currents. The ideal procedure is to place frozen foods under controlled thawing temperatures (36°F to 38°F) in their original wrappers or containers.

(2) Frozen foods may be thawed in microwave ovens provided they are immediately cooked thereafter as a part of a continuous cooking process.

(3) At shore based facilities frozen foods may be thawed completely submerged under running water:

(a) At a water temperature of (21°C) 70°F or below;

(b) With sufficient water velocity to agitate and float off loose particles in an overflow;

(c) For a period of time that does not allow thawed portions of ready-to-eat food to rise above 41°F (5°C);

(d) For a period of time that does not allow thawed portions of a raw animal food requiring cooking to be above (41°F) 5°C for more than 4 hours including:

1 The time the food is exposed to the running water and the time needed for preparation for cooking, or

2 The time it takes under refrigeration to lower the food temperature to 5°C (41°F).

(4) On board ships, and only during emergency situations when microwave ovens and refrigeration equipment are inoperative, it may be necessary to use a thawing method not approved by FDA (e.g., thawing at room temperature). In this situation, the following guidelines must be used:

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b. The temperatures of hot and cold foods on the serving line must be checked frequently to ensure no food is held between 41-140°F.

3-5.11 Salad Bars

a. Salad bars may be set up on a self-service basis and must be equipped with a sneeze shield. To assure all salad bar items remain below 41°F, they must be prechilled in a refrigerator and placed in pans or trays which are located on a bed of ice or on an electrically refrigerated salad bar unit. Proper drainage is essential when ice is used.

b. Potentially hazardous foods must be placed on the salad bar in small quantities and be replenished in clean containers as needed. Sprouts are considered a PHF.

c. Vegetable items on the salad bar may be kept until the end of the day as long as a visual inspection is made during each meal period to ensure food quality. Noncommercially prepared salad dressings placed on the salad bar in an open container must be discarded at the end of the meal period. Other potentially hazardous food placed on the salad bar must be discarded at the end of the meal period.

d. Commercially prepared salad dressings which are packaged in and served from small bottles (usually 8 ounces) are exempt from the requirement to discard any leftover portions provided they are kept under refrigeration during storage.

e. An adequate number of proper serving utensils for the salad bar must be provided. Food dispensing utensils must be stored either in the food with handles extended or in running water.

f. Certain commercial brands of mayonnaise and salad dressings are exempted from the requirement for refrigeration during meal periods. They must employ the use of an NSF or equivalent approved dispensing pump and be refrigerated between meal periods. After 48 hours any unused products must be discarded as garbage. The dispensing pump must be cleaned and sanitized immediately prior to installing on the container; too frequent removal of the pump while the container is in service may result in possible contamination of the product. External cleaning of the pump with a sanitizing solution, when in place, can be accomplished if necessary. Similarly, individual single service packages of mayonnaise, other condiments, and salad dressings do not require refrigeration.

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c. Patrons must be required to use new tableware for each trip to the buffet line.

3-5.14 Family Style Service

a. Certain small messes are authorized "family style" service when serving facilities are not available. However, due to the lack of food holding equipment and the potential for contamination during service, strict compliance with the 4-hour rule is mandatory.

b. Foods must be placed out for service as close to meal periods as possible in small quantities and be replenished as needed during the meal.

c. Adequate and proper serving utensils must be provided for each food item.

d. Salad mixtures, salad dressings and other potentially hazardous foods to be served cold must be prechilled to 41°F or lower, prior to service and then be placed in pans on a bed of ice during service.

e. Potentially hazardous foods served "family style" must be discarded as garbage after the meal period.

f. Bulk ice cream must not be served "family style."

g. Serving bowls/platters will not be refilled; clean bowls/platters must be used. Any food not consumed must be discarded.

3-5.15 Special Meals

The 4 hour maximum time permitted for holding potentially hazardous foods at temperatures between 41-140°F is of particular importance in the case of special meals (boat meals, flight meals, and recreation parties). All types of flight rations must be carefully packaged to preclude the risk of contamination and exposure during transit.

3-5.16 Commercial Meats, Cheeses, and Salads

The following sanitary guidelines have been developed exclusively for the handling and storage of commercially processed bulk food items:

a. Preslicing must be restricted to high turnover items.

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If visual inspection reveals problems prior to the pull date, the affected slices will be disposed of as waste.

3-6 SPECIAL FACILITIES AND VENDING OPERATIONS

- 3-6.1 CLUBS, MESSSES, EXCHANGES AND CONCESSIONS
(FOOD SERVICE) AND DELICATESSENS**
- 3-6.2 AUXILIARY RESALE OUTLETS (AROs)**
- 3-6.3 VENDING OPERATIONS**
- 3-6.4 MOBILE FOOD SERVICE**
- 3-6.5 COMMISSARIES**
- 3-6.6 COFFEE MESSSES**
- 3-6.7 CHILD DEVELOPMENT CENTERS AND FAMILY HOME CARE UNITS**

3-6.1 Clubs, Messses, Exchanges and Concessions (Food Service) and Delicatessens

All clubs, messes, exchanges, and concessionary food service operations must comply with sanitary standards and regulations prescribed in this chapter. The person in charge (military or civilian) should maintain close liaison with the preventive medicine authority to ensure compliance with all sanitation requirements. These food establishments must be inspected at the same intervals as any food establishment by the PMA.

3-6.2 Auxiliary Resale Outlets (ARO)

OPNAVINST 4060.4 contains procedures to establish and operate AROs. The PMA will inspect these outlets upon establishment and on an unscheduled basis after commencement of operations. A determination will be made whether PHF is being sold. AROs selling PHF will be considered food establishments and all provisions of this manual shall apply.

3-6.3 Vending Operations

a. Vending machines placed into operation on Navy and Marine Corps installations must comply with the standards of "The Vending of Food and Beverages-A Model Sanitation Ordinance, Food and Drug Administration" and be found on the "Listing of Letters of Compliance" by the National Automatic Merchandising Association.

b. Inspections. The PMA shall ensure by inspection on a quarterly basis, that vending machines are maintained in a sanitary manner.

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care facilities located on station and operated as authorized by OPNAVINST 1700.9 series. Food service operations in these centers will comply with this chapter.

b. Family Home Care Units are provided in Government quarters (Government owned or leased) and approved by the local commanding officers and housing authority. Care may be provided for up to six children by a private individual in a Navy family housing unit.

(1) These units are not subject to routine food service sanitation inspections. However, OPNAVINST 1700.9 series requires the Preventive Medicine Service to conduct an initial and annual inspection of family home care units.

(2) Commercial food service sanitation requirements (e.g., NSF equivalent refrigeration units, dishwashers, three compartment sinks, etc.) will not be applied to family home care units.

3-7 TEMPORARY FOOD SERVICE

3-7.1 REQUIREMENTS

3-7.2 INSPECTIONS AND APPROVALS

3-7.3 TYPES OF OPERATIONS

3-7.4 EQUIPMENT

3-7.5 SINGLE SERVICE ARTICLES

3-7.6 WATER

3-7.7 SEWAGE

3-7.8 HAND WASHING

3-7.9 FLOORS

3-7.10 WALLS AND CEILINGS OF FOOD PREPARATION AREAS

3-7.1 Requirements

Temporary food establishments will comply with all of the requirements of this chapter unless an exemption is granted by the PMA or is listed in this section. Specific requirements and exceptions for temporary food establishments are provided in this section.

3-7.2 Inspections and Approvals

a. The preventive medicine authority will inspect and approve temporary food establishments prior to start of operations. The individual or agency responsible for the temporary food establishment shall contact the PMA at least 30 days prior to opening to obtain a permit to operate the facility. A model form for requesting a permit to operate a temporary food

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b. Protect against contamination of food contact surfaces of equipment by consumers, food service personnel and other contaminating agents. Provide effective shields and sneeze guards for equipment.

3-7.5 Single service Articles

Temporary food establishments without adequate facilities for cleaning and sanitizing tableware will only use individually wrapped, single service articles.

3-7.6 Water

a. Provide adequate potable water for food preparation, cleaning and sanitizing utensils and equipment, and for hand washing. Provide a potable water heating system capable of producing adequate hot water for cleaning and sanitizing on the premises. If adequate hot water is not available, the scope of food service operations will be limited to the preparation and service of foods that do not require cleaning and sanitizing of equipment and utensils. The PMA may authorize alternative procedures for cleaning and sanitizing equipment and utensils.

b. Temporary food establishments without permanent water supplies must have potable water for cleaning and hand washing.

c. Potable water must be from commercial potable water trailers, temporary connection to building water supply, or in clean sanitary containers or hoses.

(1) Hoses used to carry water for food preparation, drinking water, ware washing and hand washing must be made of food grade material approved for potable water. ("Use of garden hoses is prohibited except for general area cleanup, e.g. for washing down floors and picnic tables). Temporary connections to potable water supply shall not violate plumbing codes. The hose bib shall be connected with a vacuum breaker or other backflow prevention device.

3-7.7 Sewage

All sewage will be disposed of in a sanitary sewer.

3-7.8 Hand Washing

Provide a convenient hand washing facility for employee hand washing. The facility will have at least running water, soap, and individual paper towels. The PMA may approve field expedient hand washing facilities. Food service personnel shall follow hand washing guidance provided in this chapter.

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3-8 HACCP INFORMATION

3-8.1 GENERAL INFORMATION

3-8.2 STEPS OF THE HACCP SYSTEM

3-8.3 HACCP INSPECTION GUIDELINES

3-8.1 General Information

a. The abbreviation HACCP stands for Hazard Analysis and Critical Control Points. This is a food safety system developed to prevent the occurrence of potential food safety and sanitation problems. An HACCP Plan is the written document, based on the principles of HACCP, which delineates the procedures to be followed at a food establishment to assure the control of a specific process or procedure. Essentially HACCP is a system that identifies, monitors and controls specific food sanitation related, biological, chemical or physical hazards, that can adversely effect food safety and lead to the occurrence of a food borne illness. A HACCP Plan may be required by the PMA for certain operations/facilities.

b. The HACCP system focuses on controlling critical offenses that have been associated with numerous outbreaks of food borne illness. Below are some examples of critical offenses, the list is not inclusive. Five of the eight critical offenses are time and/or temperature. The remaining three involve cross contamination.

- (1) Improper cooling of food.
- (2) Inadequate cooking times and temperatures.
- (3) Contamination of food by infected food service workers, including poor personal hygiene.
- (4) Food prepared a day or more prior to serving.
- (5) Contamination of food, not receiving further cooking, by addition of raw (contaminated) ingredients. Examples; spices and similar raw ingredients.
- (6) Foods remaining at unsafe temperatures.
- (7) Failure to reheat foods to proper temperature.
- (8) Cross contamination of cooked food with raw foods or by employees who mishandle food or improperly cleaned equipment.

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(1) A CCP is defined as a point, step, procedure in which a food safety hazard can be prevented, eliminated, or reduced. Examples of critical control points CCPs may include but are not limited to: cooking, chilling, specific sanitation procedures, prevention of cross-contamination, and certain aspects of employee and environmental hygiene.

(2) The following questions may be used in identifying CCPs:

(a) Can the hazard be prevented, eliminated or controlled through measures or procedures that can be implemented by the food service operation?

1 Contamination of animal feed with pesticides, or contamination of poultry with salmonella are hazards, but they are not CCPs because the food establishment cannot control them. Purchasing USDA inspected meat and poultry are important but not normally a CCP.

2 Cooking beef or poultry to correct time and temperature are CCPs. The food service facility can control hazard associated with inadequate cooking.

(b) Does this step eliminate or reduce a hazard?

(c) Could contamination occur, or could contamination increase to unacceptable levels?

c. Principle #3: Establish Critical Limits (CLs) for the CCPs.

(1) Critical limits are defined as the criteria that must be met for each preventive measure associated with a CCP. Critical limits may be set for preventive measures such as temperature, time, physical dimensions, humidity, moisture level, water activity, pH, acidity, salt concentration, available chlorine, preservatives, or sensory information such as texture, aroma, and visual appearance.

(a) Incorporate control procedures into the written recipes, for example:

1 Process Step: Hamburger Patty Cooking - Minimum internal temperature of patty: 155°F; Time: Minimum 15 Sec.; oven temperature: ___°F; patty thickness: ___ in inches; patty composition: 100% beef.

(b) Enforce employee hand washing and hygiene practices.

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e. Principle #5: Establish the Corrective Action(s) To Be Taken When Monitoring Shows a Critical Limit (CL) Has Been Exceeded.

(1) The HACCP system for food safety management is designed to identify potential health hazards and to establish strategies to prevent their occurrence. However, ideal circumstances do not always prevail. Therefore, when deviation occurs, corrective action plans must be in place to:

- (a) Determine whether food should be discarded.
- (b) Correct or eliminate the cause of problem.
- (c) Maintain records of corrective action taken.

(2) Actions must demonstrate the CCP has been brought under control. Individuals who have a thorough understanding of HACCP process, product, and plan are to be assigned responsibility for taking corrective action. Corrective action procedures must be documented in the HACCP plan.

(a) Corrective Actions may include:

1 Raising or lowering the thermostat on a piece of equipment.

2 Reclassifying a food as leftover, reheating to 165°F within 2 hours and serving that item the next meal.

3 Dividing a food item being chilled into several smaller containers.

(b) Corrective actions should be developed and in place before the CL is exceeded. The staff must know what protective actions should be followed and under what circumstances.

f. Principle #6. Establish Effective Record Keeping Systems.

(1) Record keeping for HACCP need not be a chore or excessive burden.

(a) If a critical limit (CL) for fresh fish is delivery on shaved ice at 34 to 41° F internal product temperature, the food service employee who receives the delivery should check the product temperature and record it on the delivery invoice.

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spot check temperatures of products in the refrigerators; check invoices for temperatures of food on delivery and check temperatures of food on serving line and being removed from cooking. The person in charge should also watch to see if employees are washing their hands, cleaning and sanitizing equipment, and taking other steps to limit cross contamination.

(3) Verification procedures may include:

(a) Establishment of appropriate verification inspection schedules.

(b) Review of the HACCP plan.

(c) Review of the CCP records.

(d) Review of the deviations and dispositions.

(e) Visual inspection of operations to observe whether CCPs are under control.

(f) Random sample collection and analysis.

(g) Review of critical limits to verify they are adequate to control hazards.

(h) Review of written record of verification inspections covering compliance, deviations, or corrective actions taken.

(i) Review of modifications of the HACCP plan.

3-8.3 HACCP Inspection Guidelines

a. The PMA, when looking at a food service establishment with an implemented HACCP program, should:

(1) Try to determine if the food service personnel understand and are following the HACCP system for the facility.

(2) Concentrate on the critical offenses associated with incidence of food borne illness, including time temperature control and prevention of cross contamination.

(3) Begin a HACCP based sanitation inspection with the menu.

(a) Using the menu, the cook worksheet or production schedule, try to determine the flow of food through the facility. If the facility has flowcharts for major menu items, examine

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Section IV. STANDARDS AND SANITATION OF FOOD SERVICE EQUIPMENT AND UTENSILS

- 4-1 STANDARDS**
- 4-2 WARE WASHING METHODS**
- 4-3 WARE WASHING AGENTS**
- 4-4 SANITIZING AGENTS (DISINFECTANTS)**
- 4-5 AUTOMATIC COLD WATER GLASS WASHER**
- 4-6 MESSING FACILITY SANITATION**
- 4-7 UTENSILS AND EQUIPMENT**
- 4-8 HAZARDOUS METALLIC COATINGS**

4-1 STANDARDS

a. All equipment and utensils used in food establishments under Navy and Marine Corps jurisdiction must be constructed of sanitary, nontoxic, corrosion resistant materials designed, assembled, and installed to provide for ease of cleaning. Sanitary standards for the equipment shall not be less than those promulgated by an American National Standards Institute (ANSI) accredited third party organization (e.g., the National Sanitation Foundation (NSF) or equivalent). Shipboard food service equipment must comply with NAVSUP PUB 533, Shipboard Food Service Equipment Catalog.

b. Stationary equipment must be installed to permit proper cleaning and sanitary maintenance of such equipment, adjacent equipment, and floor and wall surfaces in the immediate vicinity. Floor-mounted equipment, not easily moved, must be sealed to the floor or elevated on legs that provide at least a 6-inch clearance (aboard ship, 8 inches) between the floor and equipment. However, if no part of the floor under the floor mounted equipment is more than 6 inches from cleaning access, the clearance space may be only 4 inches.

c. All food service spaces and equipment must be free from salt water connections, cross connections with a nonpotable water supply, and submerged fresh water inlets. Exceptions to the salt water requirement are those shipboard sculleries which contain food waste disposers that have been specifically approved by CHBUMED to use salt water during the food waste grinding or pulping process and approved refrigeration units which use salt water.

d. Surfaces of Equipment or Utensils:

(1) Food Contact Surfaces. Food contact surfaces will be of materials which are smooth, corrosion resistant, nontoxic, stable, and nonabsorbent under use conditions and will not impart

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4-2.19 MANUAL WARE WASHING

4-2.20 ALTERNATIVE MANUAL METHODS

4-2.1 Introduction

a. A sufficient supply of utensils must be available to prevent the recycling of inadequately cleaned, wet or hot tableware and utensils.

b. Care must be taken to prevent contamination of clean and sanitized tableware and utensils by eliminating the cross handling of soiled and clean items and protecting the clean items from splashes or aerosols. Ware washing areas must be designed to direct the flow of tableware and utensils from the soiled areas (scraping and preflushing) to clean areas (drying area).

c. Sanitized tableware and utensils must be air dried and stored in a manner that protects the tableware and utensils from contamination resulting from unnecessary handling, dust and splashes.

4-2.2 Steps of the Ware washing Process

The six steps in the ware washing process are:

- a. Sorting
- b. Scraping
- c. Washing
- d. Rinsing
- e. Sanitizing
- f. Air Drying

4-2.3 Ware Washing Machines, Manufacturers' Operating Instructions

a. A ware washing machine and its auxiliary components shall be operated by the machine's data plate and other manufacturer's instructions.

b. A ware washing machine's conveyor speed or automatic cycle times shall be maintained accurately timed by the manufacturer's specifications.

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4-2.8 Ware Washing Machines, Flow Pressure Device

a. Ware washing machines that provide a fresh hot water sanitizing rinse will be equipped with a pressure gauge or similar device such as a transducer that measures and displays the water pressure in the supply line immediately before entering the ware washing machine; and

b. If the flow pressure measuring device is upstream of the fresh hot water sanitizing rinse control valve, the device will be mounted in a 6.4 millimeter or one-fourth inch iron pipe size (IPS) valve.

c. Paragraphs (a) and (b) above do not apply to a machine that uses only a pumped or recirculated sanitizing rinse.

4-2.9 Ware Washing Sinks and Drainboards, Self-draining

Sinks and drainboards of ware washing sinks and machines shall be self-draining.

4-2.10 Sanitizing Solutions, Testing Devices

The concentration of sanitizing solution(s) shall be verified with a test kit or other device that accurately measures the concentration in mg/L or ppm.

4-2.11 Ware Washing Equipment, Cleaning Frequency

Ware washing machines; the compartments of sinks, basins, or other receptacles used for washing and rinsing equipment and utensils will be cleaned:

a. Before use;

b. Throughout the day at a frequency necessary to prevent recontamination of equipment and utensils and to ensure the equipment performs its intended function; and

c. At least every 24 hours.

4-2.12 Ware Washing Equipment, Clean Solutions

The wash, rinse, and sanitize solutions shall be maintained free of food or other organic matter that affect solution performance.

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4-2.17 Mechanical Ware Washing Equipment, Sanitization Pressure

The flow pressure of the fresh hot water sanitizing rinse in a ware washing machine may not be less than 15 pounds per square inch (100 kilopascals) or more than 25 pounds per square inch (170 kilopascals) as measured in the water line immediately upstream from the fresh hot water sanitizing rinse control valve.

4-2.18 Temperature Measuring Devices

Temperature measuring devices shall be calibrated in by the manufacturer's specifications as necessary to ensure their accuracy. Each device will be accurate to $\pm 3^{\circ}\text{F}$ ($\pm 1.5^{\circ}\text{C}$).

4-2.19 Manual Ware Washing

4-2.19.1 Equipment

4-2.19.2 Field Messing

4-2.19.1 Equipment

a. A three-compartment deep sink is basic for proper manual ware washing procedures. If a three-compartment sink cannot be provided, a two-compartment sink and/or other containers, e.g., large kettle, etc., may be used provided adequate provisions are made to accomplish the six steps of the ware washing process.

b. Accessory equipment and supplies required for proper manual ware washing include a booster heater for the final rinse sink, thermometers for monitoring the final rinse water temperatures, a drip and drain basket and/or arm length rubber gloves for the final rinse, approved brushes, hand ware washing compounds, and sanitizing agents.

4-2.19.2 Field Messing

Manual ware washing methods are contained in NAVMED P-5010 Chapter 9, Preventive Medicine for Ground Forces.

4-2.20 Alternative Manual Methods

When ware washing in sinks or ware washing machines is impractical, ware washing will be done by alternate methods, as approved by the PMA:

- a. Disassemble as necessary to permit access to all parts;
- b. Scrape or rough clean to remove gross food particle

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4-4.1 Manual and Mechanical Ware Washing Equipment, Chemical Sanitization Temperature, pH, Concentration, And Hardness

A chemical sanitizer used in a sanitizing solution for a manual or mechanical operation shall be used per the EPA-Approved manufacturer's label use instructions and as follows:

a. A chlorine solution shall have a minimum temperature based on the concentration and pH of the solution as listed in table 1-5.

Table 1- 5. Requirements for a 10 second chlorine rinse

mg/L (ppm)	pH 10 or less °F	pH 8 or less °F
25	120	120
50	100	75
100	55	55

b. An iodine solution shall have a:

- (1) Minimum temperature of 75°F (24°C),
- (2) A pH of 5.0 or less or a pH no higher than the level for which the manufacturer specifies the solution is effective; and
- (3) Concentration between 12.5 mg/L and 25 mg/L;

c. A quaternary ammonium compound solution shall:

- (1) Have a minimum temperature of 75° F (24°C),
- (2) Have a concentration as required in 21 CFR 178.1010 sanitizing solutions and as indicated by the manufacturer's use directions included in the labeling, and
- (3) Be used only in water with 500 mg/L hardness or less, or in water having a hardness no greater than specified by the manufacturer's label.

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4-4.5 Strength Determinations

Table 1-6 indicates the amount (in ounces) of chlorine compound required for initial concentration of 200 ppm free available chlorine (FAC) and the amount (in ounces) of iodine type disinfectant required for an initial dilution of 25 ppm. Always follow directions on the container label.

a. Table 1-6 is a guide to determine the proper amount of sanitizing solution for each amount of water. For specific guidelines follow the manufacturers' recommendation.

Table 1-6. Ounces of agent required for chemical sanitizing solution

Gallons of Water	1	2	3	4	5
Required Ounces of Agent:					
Sodium Hypochlorite Liquid 5% available chlorine to make 200 ppm solution	2.5	5.0	7.5	10.0	12.5
Sodium Hypochlorite Liquid 10% available chlorine to make 200 ppm solution	1.25	2.5	3.75	5.0	6.25
Disinfectant, Liquid, Iodine Type to make 25 ppm solution	1.0	2.0	3.0	4.0	5.0
Note: Three teaspoons equal 1 tablespoon. Two tablespoons equal 1 ounce. Eight ounces equal 1 cup.					

4-5 AUTOMATIC COLD WATER GLASS WASHER

a. Bars in military clubs and messes may use automatic cold water glass washers provided they meet NSF standards and other provisions discussed in this chapter.

b. When inspecting bar areas, the PMA must ensure approved products are used and the glass washer is being operated as recommended by the machine manufacturer's operating instructions.

4-6 MESSING FACILITY SANITATION

4-6.1 DAILY INSPECTION OF TABLEWARE

4-6.2 MESSING FACILITY TABLES

4-6.3 PEST CONTROL SURVEYS

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a. Utensils and equipment used in production line, processing, or continuous operations must be cleaned and sanitized as follows:

(1) Each time there is a change in processing between types of raw animal products such as beef, fish, lamb, pork, and poultry;

(2) Each time there is a change from raw to ready-to-eat foods;

(3) After any substantial interruption of operations in which contamination may have occurred;

(4) Throughout the day at intervals necessitated by food temperature, type of food, and food particle accumulation;

(5) After final use each working day.

b. Utensils and food contact surfaces of equipment used in noncontinuous food operations must be cleaned and sanitized:

(1) After each use;

(2) After a substantial interruption of operations in which contamination may have occurred.

4-7.2 Steam Jacketed Kettles and Urns

a. Steam jacketed kettles and urns must be scrubbed inside and outside after each use with a scrub brush and detergent solution followed by a rinse with potable water and a sanitizing rinse of either hot water or chemical sanitizing rinse. See section 4-4.4 above, NSTM 9340 or NAVSUP PUB 421 Appendix B for details.

b. The PMA should ensure steam jacketed kettles:

(1) Are equipped with functional steam safety release valves.

(2) Have at least 18" long chains on the steam safety relief valves.

(3) Have steam discharge piped down to kettle coamings and directed away from operators.

(4) Steam and water piping are protected by a perforated corrosion resistant steel (CRES) or aluminum shield which surrounds the pipe with approximately ½" standoff from the pipe.

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4-7.6 Sponges and Cleaning Cloths

All sponges and cleaning cloths used for cleaning galley utensils and equipment must be washed and sanitized after each meal period. Sponges may not be used in contact with cleaned and sanitized or in use food contact surfaces.

4-7.7 Metal Polish

Metal polish is not approved for use on food contact surfaces. When metal cleaners and polishes are used for nonfood contact surfaces, food products, utensils, dinnerware and food packaging materials must be removed from the space or carefully protected. All odors associated with these compounds must be dissipated before food products, etc., are reexposed in the space.

4-7.8 Steel Wool

The use of steel wool for cleaning equipment, utensils, and other food contact surfaces is prohibited. Metal sponges (carried in the supply system) may be used, but must be discarded when they show signs of wear.

4-7.9 Utensils

a. All utensils used in food preparation or service shall be cleaned and sanitized by manual or machine ware washing after each use.

b. A food dispensing utensil shall be available for each food item on a self-service unit such as a buffet or salad bar.

c. All "in use" food dispensing utensils shall be properly stored to prevent contamination of the food item.

4-7.10 Single Service and Single Use Articles

a. Single service and single use articles are required when cleaning and sanitizing of regular utensils cannot be properly accomplished.

b. Single service and single use articles may not be reused.

c. Disposable flatware shall be dispensed in a sanitary manner.

4-7.11 Storage Equipment

Storage shelves, racks, cabinets, or drawers in food preparation or serving areas must be kept free from food residues and debris.

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Section V. STRUCTURAL REQUIREMENTS AND SANITARY CONTROLS

- 5-1 INTRODUCTION**
- 5-2 FLOORS, WALLS AND CEILINGS**
- 5-3 LIGHTING AND VENTILATION**
- 5-4 DRESSING ROOMS AND LOCKERS**
- 5-5 HOUSEKEEPING**
- 5-6 WATER SUPPLY AND SEWAGE DISPOSAL**
- 5-7 TOILET AND LAVATORY FACILITIES**
- 5-8 GARBAGE AND REFUSE DISPOSAL**
- 5-9 INSECT AND RODENT CONTROL**
- 5-10 POISONOUS OR TOXIC MATERIALS**

5-1 INTRODUCTION

Basic structural standards in food establishments shall conform to the requirements in this chapter, the Department of Defense Construction Criteria Manual, DoD 4270.1M, and NAVSEA S9-AAO-AA-SPN-010/GEN-SPEC, General Specifications For Ships of the United States Navy, whichever is applicable. The installation PMA should be involved with design review of all new construction and rehabilitation of Navy and Marine Corps food establishments at shore stations.

5-2 FLOORS, WALLS, AND CEILINGS

- 5-2.1 FLOORS (DECKS)**
- 5-2.2 WALLS AND CEILINGS (BULKHEADS AND OVERHEADS)**

5-2.1 Floors (Decks)

a. The floors in all food preparation areas, food storage areas, ware washing areas, walk-in refrigerators and freezers, dressing rooms, locker rooms, toilet rooms, vestibules, inside refuse storage rooms, and food vending machine areas must be constructed of smooth durable, sealed concrete, terrazzo, quarry tile, ceramic tile, durable grades of vinyl/plastic tile, vinyl or plastic linoleum, or tight-fitting plastic impregnated wood.

b. Adequate drains must be provided in floors which are flushed with water for cleaning or which receive discharges of water or other fluid wastes from equipment. Floors will be graded to drain.

c. Floors which are water flushed, receive discharges of water or other fluid wastes, or are in areas where pressure spray methods of cleaning are used must be made of nonabsorbent materials.

d. Carpeting may be used on the floors of dining areas. It must be of closely woven, easily cleanable material and installed tightly against the wall under the coaming or installed away from the wall with a space between the carpet and the wall that permits easy cleaning of the space with the edges of the carpet secured by metal stripping or some other means. Carpeting must not be installed as a floor covering in food preparation areas, food storage areas, ware washing areas, hand washing areas and toilet room areas where urinals and toilets are located.

e. Supplemental flooring such as nonskid surfaces, mats, and duckboards must be designed to be easily cleanable, constructed of nonabsorbent material and be grease resistant in areas exposed to large amounts of grease and water. When used as a mat in areas not exposed to large amounts of grease and water, they should be constructed of rubber/plastic backed closely woven material. Supplemental flooring should be NSF listed or equivalent.

f. All floors must be kept clean.

5-2.2 Walls and Ceilings (Bulkheads and Overheads)

a. The walls, wall coverings and ceilings in areas listed in section 5-2.1 must be nonabsorbent.

b. When concrete, pumice blocks, or bricks are used for interior wall construction, they must be finished and sealed to provide a nonabsorbent, easily cleanable surface.

c. Wall and ceiling covering materials must be attached and sealed so they are easily cleanable.

d. Light fixtures, vent covers, wall mounted fans, decorative materials and similar attachments to walls and ceilings must be easily cleanable.

e. Studs, joists, rafters and piping in shore based facilities will not be exposed in areas listed in section 5-2.1, except that studs, joists, and rafters may be exposed in the overhead protection of outside service areas. Piping may be exposed aboard ship if it is finished to provide an easily cleanable surface.

5-3 LIGHTING AND VENTILATION

5-3.1 LIGHTING

5-3.2 VENTILATION

f. The interior of ventilation ducting must be cleaned periodically as required by the preventive maintenance system. Access plates must be provided as necessary to gain cleaning access to duct work.

g. Temperatures in shipboard spaces that equal or exceed 100°F must be reported to the Medical Department immediately.

5-4 DRESSING ROOMS AND LOCKERS

a. Dressing rooms or designated dressing areas must be provided outside food preparation, storage, and serving areas, equipment storage areas, and sculleries when employees routinely change their clothes within the establishment.

b. Adequate lockers or other suitable facilities must be provided and used for the storage of employees' clothing and belongings.

c. Dressing rooms, designated dressing areas, and lockers must be kept clean and orderly.

5-5 HOUSEKEEPING

5-5.1 GENERAL

5-5.2 CLEANING METHODS

5-5.3 SERVICE SINKS OR CURBED CLEANING FACILITY

5-5.4 MAINTENANCE EQUIPMENT AND SUPPLIES

5-5.5 UNNECESSARY PERSONS

5-5.1 General

The entire food service facility and all areas of the property used in connection with operation of the establishment must be kept neat, clean, and free of litter, refuse, and garbage.

5-5.2 Cleaning Methods

a. Dustless methods of cleaning must be used, such as wet cleaning, vacuum cleaning, mopping with treated mops, or sweeping using a broom with dust arresting compounds.

b. Sponges may not be used in contact with cleaned and sanitized or in use food contact surfaces.

5-5.3 Service Sinks or Curbed Cleaning Facility

a. The cleaning of mops and similar cleaning tools and materials, and the disposing of mop water and similar liquid

d. Plumbing, fixtures and equipment must be installed to preclude backflow into the potable water supply system (e.g., faucets on which hoses are attached must have a backflow prevention device). Other outlets must be protected by an air gap twice the effective opening of the potable water outlet diameter, unless the outlet is a distance less than three times the effective opening away from a wall or similar vertical surface, in which case the air gap must be three times the effective opening of the outlet. In no case will the air gap be less than one inch.

5-6.2 Steam

Steam used in contact with food and food contact surfaces must be free from any materials or additives other than those specified in 21 CFR 173.310. Currently, shipboard steam contains additives which are not acceptable for use with food and/or food contact surfaces.

5-6.3 Sewage

Ashore, all sewage wastes must be disposed through an approved community sewage treatment plant or an individual sewage disposal system which is sized, constructed, maintained and operated according to law. References include Chapter 7, NAVMED P-5010; OPNAVINST 5090.1; and NSTM 593.

5-6.4 Equipment Connections

a. Ware washing machines, refrigerators, steam kettles, potato peelers, and other similar equipment must not be directly connected to the wastewater system without an air gap between the equipment and the wastewater lines. Where permitted by law, a sink may have a direct connection provided the drain line is properly trapped. Ware washing machines may have direct connections between their waste outlets and the floor drain when the connection is on the inlet side and immediately adjacent to the floor drain trap, and the floor/deck drain is properly trapped and vented.

b. Ice making machines will have an air gap as specified in section 5-6.1(c) between the outlet and the drain's wastewater line.

5-7 TOILET AND LAVATORY FACILITIES**5-7.1 TOILET FACILITIES****5-7.2 HAND WASHING LAVATORY FACILITIES**

paper towels and hot air hand dryers must be provided. The use of single service continuous cloth toweling is permitted provided it is dispensed from a cabinet that retracts all soiled toweling and bears the seal of the NSF or its equivalent. When disposable towels are used, a waste receptacle must be located at each hand washing facility or group of adjacent facilities.

f. Lavatories, soap dispensers, hand drying devices, and all other related facilities must be kept clean and in good repair.

g. In situations where food exposure is limited and hand washing facilities are not conveniently available, such as in some mobile or temporary food service facilities or at some vending machine locations, the PMA may approve chemically treated towelettes or other appropriately dispensed disinfectants for hand washing.

5-8 GARBAGE AND REFUSE DISPOSAL**5-8.1 CONTAINERS****5-8.2 STORAGE****5-8.3 DISPOSAL****5-8.1 Containers**

a. Garbage and refuse must be kept in covered, durable, easily cleanable, insect and rodent resistant, leak proof, nonabsorbent containers that are maintained in good repair. Refuse containers manufactured from thermoplastic should be NSF listed or equivalent. Plastic bags and/or wet strength paper bags may be used to line containers. Refer to OPNNAVINST 5090 series for guidance on disposal of plastic materials at sea. Plastic rubber trash containers are prohibited for use on ships.

b. Refuse compactors and compactor systems should be NSF listed or equivalent. Containers and compactors must be easily cleanable and provided with tight-fitting lids, doors or covers. They must be kept closed when not in actual use. Drain plugs, where applicable, must be in place at all times, except during cleaning.

c. Sufficient numbers of garbage and refuse containers must be provided to prevent overfilling. The containers must be emptied as necessary during operations and at the close of each working day. After being emptied, each container must be thoroughly cleaned inside and outside, in a manner which will not cause contamination of food, equipment, utensils, or food preparation areas or, if cleaned outside, create a nuisance. Suitable facilities, can washer, detergent, and hot water or steam mixing valves must be provided and used for cleaning refuse

(see GENSPEC, Section 593).

c. Refuse must be removed as often as necessary to prevent nuisance or hazardous conditions. It must be disposed of by an approved public or private community refuse facility or by an individual refuse facility which is sized, constructed, maintained and operated according to law.

d. Garbage disposal as feed for hogs is prohibited in many States. This method of disposal must conform to local and State laws.

e. Disposal of garbage from vessels returning to CONUS from foreign ports must comply with requirements of SECNAVINST 6210.2 and NAVSUP PUB 486, Volume 1, Article 4033.

5-9 INSECT AND RODENT CONTROL

- 5-9.1 STORED PRODUCTS PESTS**
- 5-9.2 INSECT AND RODENT ACCESS**
- 5-9.3 PEST CONTROL OPERATIONS**

5-9.1 Stored Products Pests

Guidelines for insect infestation of subsistence are contained in Chapter 8, NAVMED P-5010, Medical Entomology and MIL-STD-904A.

5-9.2 Insect and Rodent Access

a. Food service establishment openings to the outside must be effectively protected against the entrance of rodents and insects. The establishment will have no holes and other gaps along the floors, walls, and ceilings. Outside openings will be controlled by the use of self-closing tight-fitting doors and/or closed tight-fitting windows. Outside openings that are kept open for ventilation, deliveries or other purposes will have screens, air curtains or other means of protection. Screens must be tight-fitting, free of breaks or tears, and not less than 16 mesh to the inch of screen.

b. Screens are not required in air-conditioned food service spaces where windows or portholes are sealed closed. Air curtains must meet the standards of NSF Standard No.37 or be equivalent. Further guidance is available in the NAVMED P-5010 Chapter 8 and OPNAVINST 6250.4A.

5-9.3 Pest Control Operations

Only certified pest control professionals are allowed to conduct

Section VI. INSPECTION REPORTING PROCEDURES

- 6-1 FREQUENCY OF INSPECTION**
- 6-2 REPORT OF INSPECTION**
- 6-3 FOOD ESTABLISHMENT INSPECTION REPORT**
- 6-4 ESTABLISHMENT SCORING**
- 6-5 CLOSURE CRITERIA**

6-1 FREQUENCY OF INSPECTION

- 6-1.1 STANDARD FREQUENCY**
- 6-1.2 EXEMPTIONS**

6-1.1 Standard Frequency

The PMA will inspect all food establishments at least once each month unless specifically exempted by the installation regulatory authority. When a food establishment exceeds critical violation limits the PMA must promptly notify the commanding officer and increase the frequency of inspections for the food establishment until the compliance history significantly improves. Special requests by management for more frequent inspections by the PMA should be given favorable consideration as the workload permits.

6-1.2 Exemptions

Exemptions from once a month inspection requirement may be granted by the installation PMA to food establishments that demonstrate by past performance, current training, and effective management the exemption will most probably not adversely affect overall sanitary conditions. In all cases Navy and Marine Corps food establishments must be inspected at least once each quarter. Written exemptions are not required.

6-2 REPORT OF INSPECTION

- 6-2.1 INSPECTION FORM**
- 6-2.2 INSPECTION FORM DISTRIBUTION**
- 6-2.3 INSPECTION GUIDE**

6-2.1 Inspection Form

Navy and Marine Corps food establishments must be inspected by the PMA in company with the person in charge or their designated representative. The findings of the PMA must be recorded on the Food Establishment Inspection Report. This form is included in Appendix C of this chapter.

6-3.3 Violation Data

a. Record inspection findings on the NAVMED 6240/1 to detail the violations found during the inspection of the establishment. The form is designed to maximize the opportunity for capturing relevant information about the violations found at the time of the inspection. Use as many of the rows of the violation description section as are needed to describe the violation.

b. Indicate critical violations in the **first column, Category**, using an X. Always list the critical violations first for emphasis. Leave a blank line between individual violations cited.

c. Note repeat violations with an X in the **second column, Repeat**. Repeat items are those that were in violation on the last inspection. Indicating in this column when the original violation occurred may also be helpful.

d. Record specific NAVMED P-5010-1 section references in the **third column, Code References**. The Food Service Inspection Guide, **List of Frequent Discrepancies**, provides the basis for the noted violation and helps the person in charge to find the actual NAVMED P-5010-1 requirement. It is important to standardize inspectors in their accurate citing of the NAVMED P-5010-1. Succinctly provide the specifics of the observed violation in the **fourth column, Violation Description/Remarks/Corrections**. Record any explanations or other data, including the fact that a correction was made during the inspection. Use as many lines as necessary to explain the details of the violation. Legibility is important.

6-3.4 Risk Categorization of Food Establishments

a. Studies have shown a relationship between types of food served, preparation steps, volume of food, population served, previous compliance history and food borne illness. Each PMA will set a fixed risk category for each food establishment operating in their area of responsibility.

b. The rational allocation of inspection resources to target the highest risk establishments with more inspection time and the lowest risk establishments with the least is an HACCP approach concept. Risk categorization allows establishments to be ranked by considering risk factors and creating a variable inspection frequency for each category. An example of risk categorization and types of facilities is shown in Table 1-7.

more consistent compliance is achieved.

d. There is a wide variety of methods for assigning establishments to risk categories. The simplest method for that jurisdiction is often the best.

e. Resources need to be allocated for seasonal and temporary food establishment operations. Frequently, this involves scheduling inspections on weekends and during evening hours.

f. It may be useful to schedule a number of inspections during the evening hours to get a more balanced view of certain food operations.

g. One or more of the routine inspections may be replaced with such alternatives as a full-scale HACCP study, or a staff training session.

6-3.5 Types of Inspections

a. Inspections are generally unannounced to obtain a more accurate assessment of normal operating practices and conditions. Exceptions include construction and preoperational inspections, HACCP studies, and follow up inspections, requiring the presence of specific personnel from the establishment. Full documentation should be maintained on each inspection as a part of the establishment's official agency record.

b. Inspections determine the food establishment's compliance with the NAVMED P-5010-1. These inspections may be categorized by purpose such as:

(1) Pre-operational Inspection

(a) A pre-operational inspection shall be conducted to ensure the establishment is built or remodeled per the approved plans and specifications. It is helpful to have plans and specification documents available during the inspection.

(2) Routine Inspection

(a) A full review of the food establishment operations and facilities and their impact on food safety is conducted. This includes assessment of food employee and management health, practices, and knowledge of food safety; food flows, source, storage, thawing, preparation (including cooking temperatures and times) and postpreparation processes; equipment and facility construction; cleaning and sanitizing processes; water sources; sewage disposal; and vermin control.

It helps focus the investigation on foods which have been epidemiologically linked with illness.

(c) Other foods should not be completely dismissed because as more becomes known about the causes of food borne illness, foods which may not have been historically linked to illnesses are being implicated.

(d) The charting of food product flows and the designation of critical control points can help delineate potential problems. If a hazard seems evident, the suspect product or process can be recreated with the cooperation of the establishment and the critical limits monitored.

(e) Consumer complaints about food establishments should be evaluated in terms of public health significance before scheduling inspections. For example, allegations about an establishment purchasing shellfish from an illegal source should receive a higher priority than unsanitary public restrooms.

6-4 ESTABLISHMENT SCORING

6-4.1 INTRODUCTION

6-4.2 SCORING METHODS

6-4.3 DEBITING METHODOLOGY

6-4.1 Introduction

a. Certain NAVMED P-5010-1 violations are imminent health hazards and require immediate action. Sewage backed up in a food preparation area is an example of an imminent health hazard. Imminent health hazards require immediate intervention and may require closure of the facility.

b. Critical items are NAVMED P-5010-1 violations more likely to contribute to food contamination, illness, or environmental degradation and represent substantial public health hazards.

c. The NAVMED P-5010-1 allows the PMA to use professional judgement regarding some of the violations to determine their seriousness based on the likelihood of an event occurring.

6-4.2 Scoring Methods

a. The Food Establishment Inspection Report is based on citing violations in two categories, critical and noncritical. Each of the violations are expected to be corrected within given timeframes. The score, which is the number of items in

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a. Items are marked as violations on the inspection report when they clearly exist in the food establishment. A violation represents a deviation from a NAVMED P-5010-1 provision. Slight violations, such as one dirty utensil among thousands of clean ones, does not indicate that the establishment is significantly deviating from the requirement to use clean utensils.

b. Each violation of a NAVMED P-5010-1 provision is reported as a separate item on the inspection report. This does not mean that each instance should be considered a distinctly separate reportable violation. Some discretion is warranted when preparing the inspection report.

(1) For example, a cooler with mechanical problems may result in a dozen or more potentially hazardous food items being held at unsafe temperature. It may categorically be considered a malfunctioning refrigeration device under **Cooling, Heating, and Holding Capacities**, because repairs are needed to bring the unit into compliance. The food temperature violation is also cited only one time under, **Potentially Hazardous Food, Hot and Cold Holding**. Additionally, each food out of acceptable time/temperature range should be discarded by the food establishments manager and disposition noted on the report.

(2) Alternatively, the unit may be properly functioning, but improper cooling practices were used, resulting in the high temperatures being found in the potentially hazardous food. This would be a violation of **Cooling Methods, and Potentially Hazardous Food, Hot and Cold Holding**.

(3) If 12 separate coolers were found with items out of temperature as the result of 12 separate instances of improper practices by employees, each instance should be individually cited as a critical violation. The details included in each citation should clearly delineate the conditions found in each instance.

(4) Failure to clean floors is another example which can be easily visualized. A large meat cutting room may have numerous separate areas requiring cleaning. If there is a build-up of old food debris and other filth on the floor of the room in five separate areas, then one violation would exist. However, if the cleaning problem existed in multiple rooms, one violation is cited for each.

APPENDIX A. FOOD BORNE ILLNESSES

A-1 GENERAL INFORMATION

A-2 FOOD BORNE ILLNESSES

A-3 GUIDELINES FOR INVESTIGATING FOOD BORNE ILLNESS

A-1 GENERAL INFORMATION

a. Food is defined as a substance taken or absorbed in the body of an organism in order to sustain growth and repair, support vital processes and furnish energy for all activities of the organism. Though it is usually considered necessary for the preservation and maintenance of good health, there are several instances in which food may be harmful to an individual's health.

b. Food can affect health as a result of:

(1) Hypersensitivity or allergic conditions in which individuals will exhibit symptoms of an allergic reaction usually immediately upon ingestion of the food. The symptoms range from lip swelling, mild rash, angioedema to anaphylactic shock.

(2) Enzymes and other deficiency conditions in which the complete absence or abnormal function of an enzyme or substrate of a specific metabolic process will result in the abnormal processing of certain food. An example is lactase deficiency. In individuals who are deficient in this intestinal mucosal enzyme which catalyzes the breakdown of lactose, the ingestion of milk (which contains lactose) will result in abdominal cramping, bloating, flatulence, and diarrhea. This generally results in the abnormal accumulation of certain metabolites and deficiency of others.

(3) Contamination in which the food serves as a major vehicle for transmission of diseases in the population. Production and processing of food creates many opportunities for contamination before it reaches the consumer.

A-2 FOOD BORNE ILLNESSES

a. Food borne illnesses are syndromes acquired by the consumption of food contaminated by disease pathogens, microbial toxins, or poisonous chemical substances. These illnesses are frequently subclassified as infections or intoxications.

b. Food Borne Infection:

(1) A food borne infection is caused by the ingestion of food containing pathogenic microorganisms (i.e., bacteria, virus

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or parasite) which must multiply within the gastrointestinal tract, producing widespread inflammation. The most commonly implicated microorganisms include species of *Salmonella*, *Shigella*, *E. coli* 0157:H7, etc. These infections have longer incubation periods than those experienced with food intoxications, usually commencing from 6-24 hours or longer after ingestion. Symptoms may include fever, headache, nausea, vomiting, diarrhea, abdominal pain or distress, and prostration. The causative organism may be identified by laboratory examination of the vomitus, feces, or blood and the suspected food, when available.

(2) Foods most commonly incriminated in outbreaks of food borne infections are meat and seafood mixtures such as hash, hamburger, creamed meat pies, crab, lobster, chicken, and turkey salads, turkey, turkey stuffing or dressing, and ham. These foods have common characteristics in they provide moisture, a good protein food supply and warmth. Given sufficient time, these factors promote an ideal environment for the growth and multiplication of microorganisms. It is important to remember these organisms do not necessarily cause any alteration in the normal appearance, odor, or taste of the food.

c. Food Borne Intoxication:

(1) Certain bacteria under favorable growth conditions produce chemicals (toxins) in food which when ingested will cause food intoxication. Enterotoxins produced by *Staphylococcus aureus* are heat stable (i.e., not destroyed by normal cooking temperatures) and are the cause of the most common food borne intoxication. The staphylococci multiply in the food where they produce their toxins before the food is consumed. It generally takes less than 8 hours for these organisms to elaborate enough toxins to cause symptoms. The disease is characterized by an abrupt onset (2 to 4 hours after ingestion) of symptoms of severe nausea, vomiting, diarrhea, and prostration with little or no fever.

(2) Staphylococcal food intoxication usually follows ingestion of starchy food, especially potato salad, custard and pies. When the offending food is meat, pork (including ham and salami) and poultry products are usually the source. Ham may become contaminated with staphylococci during the practice of boning, slicing and holding without adequate refrigeration for several hours before serving. In addition, highly salted ham permits staphylococcal growth but inhibits many other bacteria. Other foods commonly involved are canned or potted meat or fish, pressed tongue, beef, cheese, other milk products, cream or custard filled pastries, potato salad, and pasta salads. The usual source of the pathogens, which cause this form of food

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illness. Food borne disease outbreaks include a single case of illness such as one person ill from botulism or chemical poisoning.

b. In the event of a suspected food borne outbreak, prompt action must be taken to identify cases associated with the outbreak, identify implicated food or beverage items, determine the factor or combination of factors which permitted the outbreak to occur and initiate measures to control or contain the spread of infection. Early identification of the causative agent allows for specific treatment of patients. Additional cases can be prevented by halting service or sale of an implicated food item. Future outbreaks can be prevented by modifying or correcting procedures for acquiring, processing and handling the implicated food. Assistance with any investigation may be obtained from the nearest occupational health/preventive medicine department at a naval hospital or clinic or NAVENPVNTMEDU by telephone or message request. *Procedures to Investigate Food borne Illness*, a publication of the International Association of Milk, Food and Environmental Sanitarians, Inc., P.O. Box 702, Ames, Iowa 50010, provides excellent guidelines for conducting an investigation.

c. Outbreak Investigation Procedures. An outbreak investigation is composed of several parts, many of which must be performed promptly and simultaneously by the person or persons conducting the investigation. Ideally, procedures, materials, personnel and responsibilities for initiating and conducting an investigation would have been developed in advance.

(1) Verify there is an epidemic or outbreak. When suspected cases of food borne illness are reported, the first step involves verifying whether an outbreak actually exists.

(2) Complete case history questionnaires.

(a) A case history questionnaire must be completed for each ill person. Figure 1-9 provides an example.

(b) A questionnaire should also be completed for any person who has not been ill, but who may have been exposed to the suspect food item, meal, or facility. These "controls" can include family members, roommates, coworkers, shipmates, and any others at risk who remained well. Comparisons of ill and well persons (e.g., food specific attack rates) are used to analyze factors contributing to the outbreak.

(c) Valid case history questionnaires collect information about: the person (name, rate or grade, social security number, residential address or work/berthing as assignments, duty station, age, race, sex, and telephone number);

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initial phase of the investigation to establish the definition. A case definition may be specific, e.g., diarrhea and fever (temperature greater than 100.5°F) or more general, (e.g., diarrhea, nausea or vomiting with or without fever). Cases can be categorized further as confirmed or suspected. A confirmed case meets the case definition and has laboratory evidence of infection (e.g., diarrhea and laboratory isolation of a pathogenic bacteria), while a suspected case meets the case definition but laboratory confirmation is lacking or incomplete (e.g., diarrhea only).

e. Make epidemiologic associations.

(1) Although the investigation is not complete, a preliminary assessment of available data helps to confirm an outbreak has or has not occurred. The investigator needs to decide if two or more persons experienced a similar illness and the cases are associated by time (e.g., onset within a few hours or days of each other), place (e.g., eating at the same establishment or event) and/or person (e.g., eating same foods).

(2) Develop a hypothesis about the type of illness, possible vehicles of transmission and means by which the vehicle was contaminated. Hypotheses are possible explanations for the outbreak; more investigation and/or more data may be necessary to prove or disprove their role in the outbreak. Table 1-10 provides information concerning incubation periods, clinical syndromes, and criteria for confirming the etiology once an FBDO has been identified. The information on incubation periods and clinical syndromes is provided as a guideline and should not be included in the confirmation criteria. These guidelines may not include all etiologic agents and diagnostic tests. Decisions on additional investigative efforts (case and control finding, laboratory analyses, etc.) and their priority should be guided by the resulting information's value in providing or disproving the current hypotheses.

f. Provide information. Keep everyone with a "need to know" informed of the progress and findings to the investigation. Who "needs to know" varies with the outbreak but may include: appropriate line commanders; the commanding officer, preventive medicine staff and/or laboratory officer of the supporting MTF; appropriate public affairs officers (PAO); and local health department representatives. If the situation requires informing the public, work with a PAO or local risk communication personnel to provide objective factual information about the outbreak and clear recommendations on actions that the public should take. File a Medical Event Report per BUMEDINST 6220.12 series.

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from ill persons to prepare a chart showing the percentage of cases with specific symptoms (e.g., nausea or headache) and signs (e.g., fever). The predominate signs and symptoms, whether enteric, neurologic or generalized, help limit the list of possible agents that caused the outbreak.

(3) Calculate incubation periods and determine a median incubation period.

(a) The interval between ingestion of the suspect food and the appearance of an initial symptom or sign of illness is the incubation period. Knowledge of the median incubation period further limits the list of possible causative agents for the outbreak. The median is used because it is not affected by exceptionally long or short incubation periods, as is the mean (average) value.

(b) Calculate the interval for each case, and determine the range of incubation periods by identifying the shortest and longest incubation period. Calculate the median incubation period. (Make a list of the individual incubation periods from shortest to longest. The middle value on the list, or the average of the two middle values if there is an even number of cases, is the median incubation period.)

(c) Table 1-12 displays data on symptom onset and incubation period for a common source outbreak of staphylococcal food poisoning. Table 1-12 shows the incubation periods grouped by 2-hour intervals. Both the median incubation period (3.5 hours) and the large number of cases with illness onset between 2 and 4 hours after eating the suspect food are consistent with staphylococcal food poisoning.

(4) Calculate attack rates.

(a) Attack rates, the percentage of ill persons, may be food or meal specific. For either type of attack rate to be meaningful, the investigator must have food and/or meal histories on both ill and well persons who were at risk of eating the suspect food or meal.

(b) Food specific attack rates help pinpoint a suspect food within a meal, and can support observations and conclusions on food handling that contributed to the outbreak. Meal specific attack rates are appropriate when an investigation has not pinpointed a particular meal; the results may help focus further investigative efforts.

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Figure 1-9. Case History Questionnaire

Name:		Grade/ Rate:		SSN:	Duty Station:
Work Telephone:	Home Telephone:	Age:	Sex:	Home Address:	
Other Information:					
Signs and Symptoms (check appropriate items)					
<input type="checkbox"/> Burning Sensations (mouth) <input type="checkbox"/> Metallic Taste <input type="checkbox"/> Excessive Salivation <input type="checkbox"/> Nausea <input type="checkbox"/> Vomiting <input type="checkbox"/> Flushing <input type="checkbox"/> Itching <input type="checkbox"/> Prostration <input type="checkbox"/> Cyanosis		<input type="checkbox"/> Abdominal Cramps <input type="checkbox"/> Diarrhea <input type="checkbox"/> Bloody Diarrhea <input type="checkbox"/> Mucus Diarrhea <input type="checkbox"/> Watery Diarrhea # of Bowel Movements Per Day <input type="checkbox"/> Fever _____ Temp <input type="checkbox"/> F <input type="checkbox"/> Duration of Fever		<input type="checkbox"/> Headache <input type="checkbox"/> Chills <input type="checkbox"/> Myalgia <input type="checkbox"/> Edema <input type="checkbox"/> Jaundice <input type="checkbox"/> Anorexia <input type="checkbox"/> Rash <input type="checkbox"/> Weakness <input type="checkbox"/> Dehydration	
				<input type="checkbox"/> Numbness <input type="checkbox"/> Dizziness <input type="checkbox"/> Double Vision <input type="checkbox"/> Blurred Vision <input type="checkbox"/> Dysphagia <input type="checkbox"/> Dysphoria <input type="checkbox"/> Delirium <input type="checkbox"/> Paralysis <input type="checkbox"/> Coma	
Other Symptoms:					
Time and Date of Onset:	Duration:	Severity: mild - severe 1 2 3 4	Treatment:		
Physician Consulted:			Address:		
Telephone:					
Hospital:			Address:		
Telephone:					
Specimens Obtained:	Time/Date of Collection:		Laboratory Results:		
Remarks and Diagnosis:					
<input type="checkbox"/> Ill <input type="checkbox"/> Well					

CHAPTER 1, FOOD SAFETY

Table 1-10. Guidelines for confirmation of food borne disease outbreaks

Etiologic agent	Incubation period	Clinical syndrome	Confirmation
Bacterial			
1. <i>Bacillus cereus</i>			
a. Vomiting toxin	1-6 hrs	Vomiting, some patients with diarrhea; fever uncommon	Isolation of organism from stool of two or more ill persons and not from stool of controls OR Isolation of $\geq 10^5$ organisms/g from epidemiologically implicated food, provided specimen properly handled
b. Diarrheal toxin	6-24 hrs	Diarrhea, abdominal cramps, and vomiting in some patients; fever uncommon	Isolation of organism from stool of two or more ill persons and not from stool of controls OR Isolation of $\geq 10^5$ organisms/g from epidemiologically implicated food, provided specimen properly handled
2. <i>Brucella</i>	Several days to several mos, usually >30 days	Weakness, fever, headache, sweats, chills, arthralgia, weight loss, splenomegaly	Two or more ill persons and isolation of organism in culture of blood or bone marrow, greater than fourfold increase in standard agglutination titer (SAT) over several wks, or single SAT titer $\geq 1:160$ in person who has compatible clinical symptoms and history of exposure
3. <i>Campylobacter</i>	2-10 days, usually 2-5 days	Diarrhea (often bloody), abdominal pain, fever	Isolation of organism from clinical specimens from two or more ill persons OR Isolation of organism from epidemiologically implicated food
4. <i>Clostridium botulinum</i>	2 hrs-8 days, usually 12-48 hrs	Illness of variable severity; common symptoms are diplopia, blurred vision, and bulbar weakness; paralysis, which is usually descending and bilateral, may progress rapidly	Detection of botulinal toxin in serum, stool, gastric contents, or implicated food OR Isolation of organism from stool or intestine

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Etiologic agent	Incubation period	Clinical syndrome	Confirmation
Bacterial (cont'd)			
5. <i>Clostridium perfringens</i>	6-24 hrs	Diarrhea, abdominal cramps, vomiting and fever are uncommon	Isolation of $\geq 10^6$ organisms/g in stool of two or more ill persons, provided specimen properly handled OR Demonstration of enterotoxin in the stool of two or more ill persons OR Isolation of $\geq 10^5$ organisms/g from epidemiologically implicated food, provided specimen properly handled
6. <i>Escherichia coli</i>			
a. Enterohemorrhagic (<i>E. coli</i> 0157:H7 and others)	1-10 days, usually 3-4 days	Diarrhea (often bloody), abdominal cramps (often severe), little or no fever	Isolation of <i>E. coli</i> 0157:H7 or other Shiga-like toxin-producing <i>E. coli</i> from clinical specimen of two or more ill persons OR Isolation of <i>E. coli</i> 0157 or other Shiga-like toxin-producing <i>E. coli</i> from epidemiologically implicated food
b. Enterotoxigenic (ETEC)	6-48 hrs	Diarrhea, abdominal cramps, nausea; vomiting and fever are less common	Isolation of organism of same serotype, which are demonstrated to produce heat stable (ST) and/or heat labile (LT) enterotoxin, from stool of two or more ill persons
c. Enteropathogenic (EPEC)	Variable	Diarrhea, fever, abdominal cramps	Isolation of same enteropathogenic serotype from stool of two or more ill persons
d. Enteroinvasive (EIEC)	Variable	Diarrhea (may be bloody), fever, abdominal cramps	Isolation of same enteroinvasive serotype from stool of two or more ill persons
7. <i>Listeria monocytogenes</i>			
a. Invasive disease	2-6 wks	Meningitis, neonatal sepsis, fever	Isolation of organism from normally sterile site
b. Diarrheal disease	Unknown	Diarrhea, abdominal cramps, fever	Isolation of organism of same serotype from stool of two or more ill persons exposed to food that is epidemiologically implicated or from which organism of same serotype has been isolated

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Etiologic agent	Incubation period	Clinical syndrome	Confirmation
Bacterial (cont'd)			
13. <i>Vibrio cholerae</i> a. 01 or 0139	1-5 days	Watery diarrhea, often accompanied by vomiting	Isolation of toxigenic organism from stool or vomitus or two or more ill persons OR Significant rise in vibriocidal, bacterial-agglutinating, or antitoxin antibodies in acute and early convalescent phase sera among persons not recently immunized OR Isolation of toxigenic organism from epidemiologically implicated food
b. non-01 and non-0139	1-5 days	Watery diarrhea	Isolation of organism of same serotype from stool of two or more ill persons
14. <i>Vibrio parahaemolyticus</i>	4-30 hrs	Diarrhea	Isolation of kanagawa positive organism from stool of two or more ill persons OR Isolation of $>10^5$ kanagawa positive organisms/g from epidemiologically implicated food, provided specimen properly handled
15. <i>Yersinia enterocolitica</i>	1-10 days, usually 4-6 days	Diarrhea, abdominal pain (often severe)	Isolation of organism from clinical specimen of two or more ill persons OR Isolation of pathogenic strain or organism from epidemiologically implicated food

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Etiologic Agent	Incubation period	Clinical syndrome	Confirmation
Chemical (cont'd)			
2. Heavy metals	5 min-8 hrs,	Vomiting, often metallic taste	Demonstration of high concentration of metal in epidemiologically implicated food
a. Antimony	usually <1 hr		
b. Cadmium			
c. Copper			
d. Iron			
e. Tin			
f. Zinc			
3. Monosodium glutamate (MSG)	3 mins-2 hrs, usually <1 hr	Burning sensation in chest, neck, abdomen, or extremities; sensation of lightness and pressure over face or heavy feeling in chest	Clinical syndrome among persons who have eaten food containing MSG (i.e., usually ≥ 1.5 g MSG)
<hr/>			
4. Mushroom toxins			
a. Shorter acting toxins:	<u><2</u> hrs	Usually vomiting and diarrhea, other symptoms differ with toxin:	Clinical syndrome among persons who have eaten mushroom identified as toxic type
<i>Muscimol</i>		Confusion, visual disturbance	OR
<i>Muscarine</i>		Salivation, diaphoresis, Hallucinations	Demonstration of toxin in epidemiologically implicated mushroom or mushroom containing food
<i>Psilocybin</i>			
<i>Coprinus artre-mentaria</i>		Disulfiram like reaction	
<i>Ibotenic acid</i>		Confusion, visual disturbance	
b. Longer acting toxin (e.g., <i>Amanita</i> spp.)	6-24 hrs	Diarrhea and abdominal cramps for 24 hrs followed by hepatic and renal failure	Clinical syndrome among persons who have eaten mushroom identified as toxic type
			OR
			Demonstration of toxin in epidemiologically implicated mushroom or mushroom containing food

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Etiologic Agent	Incubation period	Clinical syndrome	Confirmation
Viral			
1. Hepatitis A	15-50 days, median: 28 days	Jaundice, dark urine, fatigue, anorexia, nausea	Detection of IgM anti-hepatitis A virus in serum from two or more persons who consumed epidemiologically implicated food
2. Norwalk family of viruses, small round structured viruses (SRSV)	15-77 hrs, usually 24-48 hrs	Vomiting, cramps, diarrhea, headache	More than fourfold rise in antibody titer to Norwalk virus or Norwalk like virus in acute and convalescent sera in most serum pairs OR Visualization of small, round-structured viruses that react with patient's convalescent sera but not acute sera - by immune electron microscopy. Assays based on molecular diagnostic (e.g., polymerase chain reaction [PCR], probes, or assays for antigen and antibodies from expressed antigen) are available in reference laboratories.
3. Astrovirus, calicivirus, others	15-77 hrs, usually 24-48 hrs	Vomiting, cramps, diarrhea, headache	Visualization of small, round structured viruses that react with patient's convalescent sera but not acute sera - by immune electron microscopy. Assays based on molecular diagnostics (e.g., PCR, probes, or assays for antigen and antibodies from expressed antigen) are available in reference laboratories.

Table 1-12. Example of incubation periods, onset, and meal times by patient for a staphylococcal food poisoning outbreak

Patient (number)	Ate Meal (time)	Became Ill (time)	Incubation Period (hours)
8	1300	1345	0.75
20	1130	1300	1.50
2	1130	1330	2.00
12	1130	1345	2.25
21	1200	1415	2.25
13	1130	1415	2.75
9	1130	1430	3.00
10	1145	1445	3.00
7	1130	1430	3.00
4	1130	1445	3.25
5	1130	1500	3.50
14	1200	1530	3.50 Median
16	1130	1515	3.75
22	1230	1615	3.75
23	1200	1600	4.00
3	1130	1545	4.25
11	1230	1715	4.75
15	1200	1730	5.50
18	1300	1845	5.75
1	1200	2000	8.00
6	1300	2115	8.25
17	1130	2230	11.00
19	1130	0030	13.00
Total (23 Cases)			102.75

Incubation period:

Range: 0.75 hours (shortest)

To 13.00 hours (longest)

Median: 3.5 hours

Mean: 4.5 hours (102.75 ÷ 23)

APPENDIX B. REFERENCES

- B-1 FOOD
- B-2 FOOD SERVICE EQUIPMENT
- B-3 WARE WASHING MACHINES
- B-4 MILK
- B-5 ICE
- B-6 FIELD SANITATION
- B-7 CLUBS, MESSES, EXCHANGES, AND COMMISSARIES
- B-8 FOOD BORNE ILLNESSESS
- B-9 PEST CONTROL

The following is a list of publications referenced and used in the preparation of this chapter:

B-1 FOOD

- a. NAVSUP PUB 7, Armed Forces Recipe Service
- b. NAVSUP PUB 421, Food Service Operations
- c. NAVSUP PUB 486, Food Service Management
- d. Marine Corps Order P10110.14 series, Food Service and Subsistence Manual
- e. NAVMED P-117, Manual of the Medical Department, chapter 22
- f. U. S. Navy Regulations 111, Quality and Quantity of Rations
- g. NAVSUPINST 4355.2 series, Inspection of Subsistence Supplies and Services
- h. NAVSUPINST 4355.6 series, DoD Veterinary/Medical Laboratory Food Safety and Quality Assurance
- i. NAVSUPINST 10110.8 series, DoD Hazardous Food and Non-prescription Recall System
- j. FDA Food Code
- k. Title 21, Code of Federal Regulations (21 CFR), Food and Drugs
- l. Title 7, Code of Federal Regulations (7 CFR), Agriculture

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d. Dairy Plants Surveyed and Approved for USDA Grading Service, (Published Quarterly), USDA Agriculture Marketing Service (AMS), Dairy Division Dairy Grading Section, Washington, DC 20250

e. IMS List-Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers, (Published Quarterly), Department of Health and Human Services, Public Health Service, Food and Drug Administration, Milk Safety Branch, 200 C Street SW, Washington, DC 20204

f. Standard Methods for the Examination of Dairy Products, American Public Health Association 1010 Fifteenth Street NW, Washington, DC 20005

B-5 ICE

a. Public Health Service Publication No. 1183, A Sanitary Standard for Manufactured Ice

b. Sanitary Standards for Packaged Ice, The Sanitation Committee, Packaged Ice Association, 1100 Raleigh, NC 27601; Title 21, Code of Federal Regulations, parts 103,110, and 129

B-6 FIELD SANITATION

a. NAVMED P-010-9, Preventive Medicine for Ground Forces

b. FM 21-10/AFM 161-10, Joint Army and Air Force Publication, Field Hygiene and Sanitation

c. MIL-HDBK-740, Military Standardization Handbook Dishwashing Operations

B-7 CLUBS, MESSES, EXCHANGES, AND COMMISSARIES

a. BUPERSINST 1710.13A, Operation of Navy Messes Ashore and Package Stores

b. NAVSUP PUB 486, Volume 11 Food Service Management, Officers' Quarters and Messes and Chief Petty Officers' Messes Afloat

c. Marine Corps Order P1700.27, Marine Corps Policy Manual

d. FDA Food Code

e. NAVRES PUB-145 Vol 1-4, Navy Exchange Manual

f. MIL-STD-903, Sanitary Standards for Commissaries

APPENDIX C. MODEL FORMS

- C-1 INTRODUCTION**
- C-2 FOOD ESTABLISHMENT INSPECTION REPORT**
- C-3 FOOD ESTABLISHMENT INSPECTION GUIDE**
- C-4 MEDICAL SCREENING FORM**
- C-5 REQUEST FORM FOR PERMIT TO OPERATE A
TEMPORARY FOOD ESTABLISHMENT**
- C-6 HAACP INSPECTION DATA FORM**

C-1 INTRODUCTION

This section provides the forms necessary to carry out sanitation inspections, medical screening, and temporary food establishment permitting procedures prescribed in this chapter. A model HACCP Inspection Data form has also been included. All forms are intended to be reproduced locally.

C-2 FOOD ESTABLISHMENT INSPECTION REPORT

C-3 FOOD ESTABLISHMENT INSPECTION GUIDE

C-4 MEDICAL SCREENING FORM

**C-5 REQUEST FORM FOR PERMIT TO OPERATE A
TEMPORARY FOOD ESTABLISHMENT**

C-6 HAACP INSPECTION DATA FORM

FOOD ESTABLISHMENT INSPECTION REPORT

(Continuation)

[illegible]

CHAPTER 1, FOOD SAFETY

FOOD EQUIPMENT AND UTENSILS (Continued)

- 4-2.1 Equipment and utensils properly air dried, handled and stored after being washed.
- 4-7, 5-5.4 No unauthorized supplies present or in use such as dishcloths, dish mops, soap, or steel wool.
- 3-4.2, 4-1 Refrigerated storage spaces are properly constructed, installed, and cleaned.
- 3-4.2 Refrigerated storage spaces free of excess frost/ice accumulation.
- 3-4.2 Refrigerated storage spaces maintained within proper temperature range.
- 4-7 Food service equipment and utensils properly maintained, serviced, cleansed, and sanitized.
- 4-2.19.1 Manual ware washing accomplished in three compartment sinks, equipped with sanitizing capability.
- 4-2 Automatic ware washing machines meet NSF standards or equivalent, properly cleaned, maintained, and operated with approved ware washing and sanitizing agents.

FACILITY STRUCTURE AND HOUSEKEEPING

- 5-10.1 Toxic items properly stored.*
- 5-10.2 Toxic items labeled and used properly.*
- 5-3.2 Rooms and equipment vented as required.
- 5-5.4 Cleaning gear/supplies properly stored.
- 5-2, 5-5 Floors, walls, ceilings, and attached equipment properly constructed, cleaned, drained, covered.
- 5-3.1 Lighting provided as required, fixtures shielded

SEWAGE AND PLUMBING

- 5-6.1 Water source safe, hot and cold under pressure.*
- 5-6.3, 5-6.4 Sewage and wastewater disposed properly; cross connections, back siphonage, backflow prevented.*
- 5-7.1, 5-7.2 Toilet, hand washing sinks, and locker rooms located and equipped properly.*
- 5-6.4 Adequate air gaps provided on required equipment.
- 5-6.1 Plumbing installed and maintained.

GARBAGE AND SOLID WASTE DISPOSAL

- 5-8.1 Containers covered, adequate number, insect and rodent proof, emptied at proper intervals, clean.
- 5-8.2 Outside storage area clean, enclosure properly constructed.

INSECT AND RODENT CONTROL

- 2-4.3, 5-9.2 Presence of insects/rodents; animals prohibited.*
- 5-9.2 Outer openings protected from insects, rodent proof.*
- 5-9.3 Pest control programs being carried out by certified pest control personnel.*

SAFETY

- 6-5 Facility free of recognized hazards that are causing or likely to cause death, or serious harm to employees and/or patrons.*

MAINTENANCE OF SPACES AND/OR GROUNDS

- 2-3.5, 5-5 Premises maintained free of litter/unnecessary articles

CHAPTER 1, FOOD SAFETY

Food Facility Special Event Application

To Obtain a Permit to Operate a Food Concession or, Operate a Temporary Food Establishment

Complete this application and submit to the Preventive Medicine Authority at least 30 days prior to the start of the event.

1. Event: _____
2. Location: _____
3. Dates: (include set up) event: _____ set up _____
4. Name(s) of Sponsoring Organization and Telephone numbers.

5. POC Name: _____ Telephone # _____
6. List all foods to be served: include where food will be prepared, who will prepare the items:

Food

Prepared by/where
temperature holding method/equipment

_____	_____
_____	_____
_____	_____
_____	_____

(potentially hazardous food must be kept hot, 140°F or cold, below 41°F.)

7. If potentially hazardous food is transported to the event, what is the length of time in transport? _____ How will the food be transported? _____ How will the food be kept hot or cold? _____

8. Food Source. _____

9. Hand washing facilities, including location in relation to food service and preparation: _____

Section below to be completed by the PMA

☐ Approved ☐ Disapproved Signature: _____ Date: _____

Reason for Disapproval: _____

Special restrictions or requirements: _____

CHAPTER 1, FOOD SAFETY

MANAGEMENT/PERSONNEL OBSERVATIONS

OTHER FOOD OBSERVATIONS

EQUIPMENT, UTENSILS, AND LINEN OBSERVATIONS

WATER, PLUMBING, AND WASTE OBSERVATIONS

PHYSICAL FACILITIES

POISONOUS OR TOXIC MATERIALS OBSERVATIONS

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ATTACHMENT IV

**CONTRACT DATA REQUIREMENTS
LIST (CDRL)**

CONTRACT DATA REQUIREMENTS LIST (CDRL) MATRIX

CDRL NUMBER	CDRL TITLE	CONTRACT REFERENCE	TO BE SUBMITTED/COMPLETED
1	Quality Control Plan	C1.5.1.3	A draft or outline with technical proposal.
2	Ground Mishap Report	C1.13	Within 24 hours of mishap occurring.
3	Cash Meal Payment Sheet	C5.18	When collecting funds for the sale of meals (normally each meal serving period).
4	Meal Verification Record	C5.10.4	When subsisting personnel authorized to subsistence at Government expenses (normally each meal serving period).
5	Recipe Quantification	C5.18	Program generates prints the recipe conversion for the desired number of servings.
6	Customer Complaint Synopsis Letter	C1.5.1.3.9	Five (5) working days following the end of each month.
7	Monthly Minor Property report	C3.3.1.2	Within five (5) working days following the last day of the month.
8	Production Guide (MCFMIS-generated report)	C5.18	One for each meal period served under this contract.
9	Pick List/(MCFMIS-generated report)	C5.18	One for each meal period served under this contract.
10	Financial Status/Daily Cost Analysis (MCFMIS-generated report)	C5.18	One for each day of messhall operation under this contract.
11	ComReq/RXTX (MCFMIS-generated report)	C5.18	Required each day subsistence items are required to be ordered.
12	Inventory Transaction Review and Ingredient Inventory History (MCFMIS-generated report)	C5.18	One for each day meals are prepared and served under this contract.
13	PrePrep (MCFMIS-generated report)	C5.18	One for each meal period served under this contract.
14	MenQual (MCFMIS-generated report)	C5.18	One for each meal period served under this contract.
15	Unsatisfactory Material Report (UMR)	C5.18	Required when a substandard subsistence product is received at the messhall.
16	Brig Prisoner Apprenticeship Form	C5C.7	Daily.
17	Brig Prisoner Work and Training Report	Department of Navy Corrections Manual (Attachment II)	Weekly.

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 1	2. TITLE OF DATA ITEM: QUALITY CONTROL PLAN 3. SUBTITLE: QC Plan		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C1.5.1.3	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Once during contract proposal process. Updated as needed during term of contract.	12. DATE OF FIRST SUBMISSION: A draft or outline with the submission of the Technical Proposal.		14. DISTRIBUTION COPY 1 Copy	14. DISTRIBUTION ADDRESSEE Contracting Officer	
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		15. TOTAL 9 Copies	Each Local Base/Station Food Service Officer 8 Copies (1 each for each East Coast Installation)	
16. REMARKS: The Contractor's Quality Control Plan is to be used as the Contractor's "internal" process of reviewing and controlling the performance of services so that they successfully meet the contract requirements. At a minimum, the Contractor's Quality Control Plan will include an inspection system covering all services required by the contract, a method of identifying deficiencies in the quality of services performed before the level becomes unacceptable, a method of documenting and enforcing quality control operations, an organizational structure to have direct accountability to the Contractor top management, a customer complaint program and a monthly synopsis of customer complaints. The synopsis letter is addressed in CDRL #6.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 2	2. TITLE OF DATA ITEM: GROUND MISHAP REPORT 3. SUBTITLE: NAVMC 10767 (Rev 5-82)		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C1.13	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: One for each mishap.	12. DATE OF FIRST SUBMISSION: Within 24 hours of mishap occurring.		14. DISTRIBUTION COPY Original - Base/Station Safety Officer Contracting Officer - 1 Copy Food Service Officer - 1 Copy		14. DISTRIBUTION ADDRESSEE Base/Station Safety Officer Contracting Officer Base/Station Food Service Officer
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		15. TOTAL 3 Copies		
16. REMARKS: Mishap reports provide for recording data of accidental fatalities, lost workday cases, occupational injuries and illness, etc. Mishaps shall be reported when a fatality occurs, a mishap resulting in injury or occupational illness requiring treatment greater than first aid or a mishap resulting in over \$500 property damage. The Contractor will complete the Mishap and Injury Report (5100) NAVMC 10767 (Rev-582) and submit accordingly. The Government will provide the blank forms. Completed forms will be submitted within 24 hours of mishap occurring.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 3	2. TITLE OF DATA ITEM: CASH MEAL PAYMENT SHEET 3. SUBTITLE: NAVMC Form 10298		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380--1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraphs C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: When collecting funds for sale of meals (normally each meal serving period).	12. DATE OF FIRST SUBMISSION: As required.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Food Service Officer
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As required.				Messhall File 15. TOTAL 2 Copies
16. REMARKS: The Cash Meal Payment Sheet (NAVMC 10298) is used on any occasion that funds are collected from the sale of meals. This form is used as the basic record for collecting and accounting for cash received from the sale of meals. It is a controlled serialized form document that must be stored in a safe. Locked desk drawers is not acceptable for storage of these forms. A blue or black ball-point pen shall be used to record information on the form. Erasures will not be made on the form. If an error is made during the collection, the error will be lined through (once) and initialed by the mess hall cashier and the payee. MCO P10110.14 provides specific instructions for filling out form in paragraph 4205. One form may be used for all meals for one day. The completed forms are provided to the Base/Station Food Service Office upon turn-in of funds collected. Copies will be distributed at that time. The Government will provide these forms. These forms are also used for group (block) signatures.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 4	2. TITLE OF DATA ITEM: MEAL VERIFICATION RECORD 3. SUBTITLE: NAVMC Form 10789		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraphs C5.10.4	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: When subsisting personnel authorized to subsist at Government expense (normally each meal serving period).	12. DATE OF FIRST SUBMISSION: As required.		14. DISTRIBUTION COPY 1 Copy	14. DISTRIBUTION ADDRESSEE Messhall File	
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As required.		15. TOTAL 1 Copy		
16. REMARKS: The Meal Verification Record (NAVMC 10789) is used by the Cashier/Headcounters to properly document those personnel admitted to the messhall that are entitled to a meal at Government expense (military I.D. Card and Meal Card (NAVMC Form 714)). Cashiers/Headcounters shall verify the military I.D. Card and Meal Card and shall enter the patrons social security number and the patrons command/unit on the NAVMC Form 10789 prior to that person proceeding to the messhall serving lines. A separate form must be used for each category of personnel subsisted (i.e. Army, Navy, Air Force, etc.). MCO P10110.14 provides specific instructions. This form is also used for group (block) signature purposes as well. The Government will provide blank forms.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 5	2. TITLE OF DATA ITEM: RECIPE QUANTIFICATION (Marine Corps Food Management Information System-related function) 3. SUBTITLE: RECQUA		6. TECHNICAL OFFICE: Services Branch (LFS) LF 1 & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY:	12. DATE OF FIRST SUBMISSION: As required.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall File
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As required.				15. TOTAL 1 Copy
16. REMARKS: Recipe Quantification (REQUA) is a function MCFMIS and will be completed by contract personnel and used in conjunction with the Armed Forces Recipe Service (AFRS) to make necessary adjustments to the recipe to prepare the quantity of the product listed on the Production Guide. REQUA's are required to convert ingredient quantities greater than or less than 100 portions. They must be prepared in advance by MCFMIS prior to preparation of the product. Specific instructions are contained in Section C of the MCFMIS Users Manual.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 6	2. TITLE OF DATA ITEM: CUSTOMER COMPLAINT SYNOPSIS LETTER 3. SUBTITLE:		6. TECHNICAL OFFICE: Services Branch (LFS) LF 1 & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380--1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.11	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Once a month.	12. DATE OF FIRST SUBMISSION: When required.	14. DISTRIBUTION COPY		14. DISTRIBUTION ADDRESSEE	
		1 Copy		Base/Station Food Service Officer	
		1 Copy		Contracting Officer	
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Not later than 5 working days after the end of each month.				15. TOTAL 2 Copies
16. REMARKS: The Customer Complaint Synopsis Letter shall be provided by the Contractor to the Government on a monthly basis to synopsise any and all customer complaints related to Contractor mess services during each calendar month. Also included shall be any and all actions taken by the Contractor to correct the problem. This synopsis shall also be include in the Contractors Quality Control Plan as addressed in CDRL #1.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 7	2. TITLE OF DATA ITEM: MONTHLY MINOR PROPERTY REPORT 3. SUBTITLE: N/A		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C3.4.2 and TE-5	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Once each calendar month.	12. DATE OF FIRST SUBMISSION: Within five (5) working days following the last day of the month.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Base/Station Food Service Officer
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Within five (5) working days following the last day of the month.				15. TOTAL 1 Copy
16. REMARKS: The Monthly Minor Property Report is used to monitor usage and accountability of food service hand tools, minor property items, and expendable supplies used by the Contractor of which funding has been provided for by the Government. The form used in TE5 of this contract provides an example of a typical Minor Property Inventory form. The Government will continue to provide these within the confines of paragraph C3.4.2.1 unless Contractor replacement is necessary due to excessive loss or employee negligence.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 8	2. TITLE OF DATA ITEM: PRODUCTION GUIDE (Marine Corps Food Management Information System-related function) 3. SUBTITLE: ProGuide		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex: Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Required for each meal prepared and served in Marine Corps messhalls.	12. DATE OF FIRST SUBMISSION: First meal served under this contract.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall Files
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Required for each meal period serviced during the entire contract term.		15. TOTAL 1 Copy		
16. REMARKS: The Contractor is required to generate a PROGUIDE through the MCFMIS system for each meal served. This program provides a list of all recipes and the various portion sizes required for production of the selected menus, meals and dates. The PROGUIDE is used as an overview of all recipes and requiring preparation and should be provided to the chief cook at least 3 days prior to actual meal preparation. After the meal has been prepared the chief cook will log the prepared, served and leftover quantities on the PROGUIDE. These quantities will be entered into the REALCNT program (post meal history) of MCFMIS, daily.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 9	2. TITLE OF DATA ITEM: PICKLIST (Marine Corps Food Management Information System-related function) 3. SUBTITLE: N/A		6. TECHNICAL OFFICE: Services Branch (LFS) LF 1 & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Required for each meal prepared and served in Marine Corps messhalls.	12. DATE OF FIRST SUBMISSION: First meal period serviced at contract start.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall Files
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Required for each meal period serviced during the entire contract term.				15. TOTAL 1 Copy
16. REMARKS: The Contractor is required to generate a PICKLIST through MCFMIS system for each meal served. The PICKLIST program provides a breakout list of all ingredients necessary to produce the selected menu and meal. These ingredients are listed by production area. Within each production area, ingredients are listed by storage location. Each day the PICKLIST is run for the BAKERY for the entire day and separate PICKLIST's are run for each meal consolidated for all other production areas. These suggested breakout amounts are retained in the ISSUEMAN program for use in reducing inventory. Actual issues are recorded on the PICKLIST. Ingredients that did not print on the PICKLIST will be annotated by ingredient number and quantity issued. These amounts will be entered into ISSUEMAN DAILY.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 10	2. TITLE OF DATA ITEM: FINANCIAL STATUS/DAILY COST ANALYSIS (Marine Corps Food Management Information System-related function) 3. SUBTITLE: DCA		6. TECHNICAL OFFICE: Services Branch (LFS) LF 1 & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Required for each operational day meals are prepared and served.	12. DATE OF FIRST SUBMISSION: First day meals are served at contract start		14. DISTRIBUTION COPY 1 Copy 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall Files Base/Station Subsistence Office
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Required for each day meals are served during the entire contract term.		15. TOTAL 2 Copies		
16. REMARKS: The Contractor is required to generate a DCA through MCFMIS system for each day meals are served. This report generates a daily record reflecting the messhall's headcount, credits, cost to feed per person, inventory percentage and financial status. The information on the DCA is derived from MDFEDMAN, ISSUEMAN, FASTRCV, INVTRANS and FASTINV. This report should be run daily after each day's posting is completed and reviewed by the messhall manager. This information shall be transmitted daily to the Base/Station Food Service Officer.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 11	2. TITLE OF DATA ITEM: COMREQ/RXTX (Marine Corps Food Management Information System-related function) 3. SUBTITLE: RXTX		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Required for each day meals are prepared and served.	12. DATE OF FIRST SUBMISSION: First day meals are prepared and served at contract start.		14. DISTRIBUTION COPY 1 Copy 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall Files Base/Station Subsistence Office
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Required for each day meals are served during the entire contract term.				15. TOTAL 2 Copies
16. REMARKS: The Contractor is required to generate and transmit RXTX files for the purposes of ordering subsistence supplies necessary to support the regional Master Menu. This program allows the mess hall to exchange selected data files with the Food Service Office (FSO). The exchange takes place electronically usually via modem. In special cases of faulty telephone lines or large volume of information this transfer can be done using diskette. Each messhall is required to be in RXTX mode by 3:30 p.m. each working day unless specifically notified otherwise. Each messhall will setup headcount, daily cost analysis and inventory history data to be sent to the FSO using the SNDDATAM program. The Base/Station Food Service Officer will send ingredient, recipe and menu files as well as monthly price files. The Contractor shall run the RCVDATAM program daily to merge data files sent by FSO with their data base.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 12	2. TITLE OF DATA ITEM: INVENTORY TRANSACTION REVIEW AND INGREDIENT INVENTORY HISTORY (INGHSTRY) (Marine Corps Food Management Information System-related function) 3. SUBTITLE: N/A		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Required for each day meals are prepared and served.	12. DATE OF FIRST SUBMISSION: First day meals are prepared and served at contract start.		14. DISTRIBUTION COPY 1 Copy 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall Files Base/Station Subsistence Office
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Required for each day meals are served during the entire contract term.		15. TOTAL 2 Copies		
16. REMARKS: The Contractor is required to generate and transmit an Inventory Review file for the purposes of reviewing the history for a selected ingredient in printed form or on the screen. The Contractor can review physical inventory records, issues, receipts, orders and/or transfers. This program will either summarize the data or give a detailed report of the ingredient history for a specified data range. INVREV may be used as an audit trail anytime the actual inventory does not match the computer's inventory.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 13	2. TITLE OF DATA ITEM: PREPREP (Marine Corps Food Management Information System-related function) 3. SUBTITLE: N/A		6. TECHNICAL OFFICE: Services Branch (LFS) LF 1 & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Required for each meal are prepared and served in Marine Corps messhalls.	12. DATE OF FIRST SUBMISSION: First meal prepared and served at contract start.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall Files
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Required for each meal prepared and serviced during the entire contract term.		15. TOTAL 1 Copy		
16. REMARKS: The Contractor is required to generate a PREPREP report which provides a listing of required produce items needing to be processed by the full food service salad room. These will be needed to support recipes for meal production. This program prints a listing of all ingredients requiring consistent advance preparation prior to use in production. The program is run for specific menu date ranges providing a print out of all ingredients requiring advance thawing, chopping, slicing, shredding, etc. Each of the ingredients on this report will also print on the MENQUA under a special section titled: PREPREP.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 14	2. TITLE OF DATA ITEM: MENQUAL (Marine Corps Food Management Information System-related function) 3. SUBTITLE: N/A		6. TECHNICAL OFFICE: Services Branch (LFS) LF 1 & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Required for each meal are prepared and served in Marine Corps messhalls.	12. DATE OF FIRST SUBMISSION: First meal prepared and served at contract start.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Messhall Files
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Required for each meal prepared and served during the entire contract term.		15. TOTAL 1 Copy		
16. REMARKS: The Contractor is required to generate a MENQUAL report which provides post-meal data for future use (forecasting, etc.). This program provides a printout of all recipes on a specified menu adjusted for acceptability factors and total headcount assigned in the COUNT program. Each recipe flagged with Automatic Quantification in RECMAN will print on the report. MENQUAL's should be run separately for the BAKERY for the whole day. MENQUAL's for all other production areas shall be run separately for each meal.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 15	2. TITLE OF DATA ITEM: UNSATISFACTORY MATERIAL REPORT (UMR) 3. SUBTITLE: DD FORM (1608)		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5.18	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: As required.	12. DATE OF FIRST SUBMISSION: As required.		14. DISTRIBUTION COPY 1 Copy 1 Copy		14. DISTRIBUTION ADDRESSEE Contracting Officer Base/Station Food Service Office
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As required.				15. TOTAL 2 Copies
16. REMARKS: The Unsatisfactory Material Report (UMR) (DD Form 1608) will be required on a case-by-case basis as directed by the Base/Station Food Service Officer to report unsatisfactory subsistence or materials. Specific instructions are contained in MCO P10110.14 and on the reserve side of the form. The Government will provide the blank forms.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 16	2. TITLE OF DATA ITEM: BRIG PRISONER APPRENTICESHIP FORM (Brig Messhalls Only) 3. SUBTITLE: N/A		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Paragraph C5C.7.4	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY:	12. DATE OF FIRST SUBMISSION: As required.		14. DISTRIBUTION COPY 1 Copy	14. DISTRIBUTION ADDRESSEE Brig Officer	
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As required.		15. TOTAL 1 Copy		
16. REMARKS: This requirement only applies to Marine Corps Brig messhall only. The Contractor is required to complete the Apprenticeship Form for each Brig prisoner participating in the Bureau of Apprenticeship and Training, U. S. Department of Labor (DOL) Apprenticeship Certification Program (for food service). This documentation is used register skills and experience obtained under this program and to provide the prisoner with applicable documentation for DOL certification purposes. Average documentation time by the Contractor is 10-15 minutes, daily to complete the apprenticeship forms. The Government will provided the blank forms.					

CONTRACT DATA REQUIREMENTS LIST					
1. DATA ITEM NUMBER 17	2. TITLE OF DATA ITEM: BRIG PRISONER WORK AND TRAINING REPORT 3. SUBTITLE: NAVPERS 1640/10		6. TECHNICAL OFFICE: Services Branch (LFS) LF I & L Dept. HQMC 2 Navy Annex Washington, D.C. 20380-1775		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCES: Department of Navy Corrections Manual (Attachment II), Chapter 4, Paragraph 4203.3	7. DD 250 REQ No	8. APP CODE	9. DIST STATEMENT REQUIRED
10. FREQUENCY: Weekly.	12. DATE OF FIRST SUBMISSION: As required.		14. DISTRIBUTION COPY 1 Copy		14. DISTRIBUTION ADDRESSEE Brig Officer
11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As required.				15. TOTAL 1 Copy
16. REMARKS: This requirement only applies to Marine Corps Brig messhall only. As part of the prisoners Apprenticeship Program participation the Contractor is required to evaluate the prisoners performance on the Work and Training Report (NAVPERS 1640/10). This must be completed weekly to show levels of performance on a continuing basis.					

ATTACHMENT VI

**SERVICE CONTRACT ACT AREA WAGE
DETERMINATIONS**

SERVICE CONTRACT ACT AREA WAGE DETERMINATIONS

The table below reflects the Attachment Number, listed in the first column of the table, of the Service Contract Act Wage Determination (SCAWD) that is applicable to each location where the contract will be performed.

ATTACHMENT (AT) NO.	SCA- WAGE DETER. NO.	LOCATION
VI-1	1994-2103/Rev 24 dated 05/31/2001	MARINE BARRACKS 8 TH & I WASHINGTON, D. C.
		HENDERSON HALL ARLINGTON, VA
		MC BASE (MCB) QUANTICO, VA
VI-2	1994-2543 /Rev 27 dated 05/31/2001	MC SECURITY FORCE (MCSF) , BATTALION (BN), NORFOLK, VA
VI-3	1994-2473, Rev 22 dated 05/31/2001	MC RECRUIT DEPOT (MCRD) PARRIS ISLAND BEAUFORT, SC
		MC AIR STATION (MCAS), BEAUFORT BEAUFORT, SC
VI-4	1994-2393, Rev 21 dated 07/12/2001	MC BASE (MCB) CAMP LEJEUNE, NC
		MCAS, CHERRY POINT HAVELOCK, NC
		MARINE CORPS AUXILIARY LANDING FIELD (MCALF) BOGUE, NC
		MCAS NEW RIVER NEW RIVER, NC

WAGE DETERMINATION NO: 94-2103 REV (24) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (24) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2103

Revision No.: 24

Date Of Last Revision: 05/31/2001

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,
Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.63
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	10.62
General Clerk II	12.47
General Clerk III	13.93
General Clerk IV	17.04
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	13.40
Order Clerk II	14.81
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.03
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.35
Secretary III	17.82
Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	12.76
stenographer I	14.68

Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.63
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	10.57
Travel Clerk II	11.35
Travel Clerk III	12.19
Word Processor I	10.96
Word Processor II	13.21
Word Processor III	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	11.34
Computer Operator I	12.18
Computer Operator II	14.35
Computer Operator III	17.03
Computer Operator IV	17.34
Computer Operator V	21.01
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.54
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.21
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.10
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	9.01
Meat Cutter	15.30
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01

Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.44
Elevator Operator	9.15
Gardener	12.98
House Keeping Aid I	8.79
House Keeping Aid II	9.04
Janitor	9.01
Laborer, Grounds Maintenance	10.19
Maid or Houseman	8.71
Pest Controller	11.85
Refuse Collector	9.89
Tractor Operator	12.73
Window Cleaner	9.82
Health Occupations	
Dental Assistant	13.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	11.76
Medical Laboratory Technician	12.66
Medical Record Clerk	12.56
Medical Record Technician	13.15
Nursing Assistant I	7.69
Nursing Assistant II	8.65
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	20.49
Registered Nurse II	22.80
Registered Nurse II, Specialist	22.80
Registered Nurse III	29.44
Registered Nurse III, Anesthetist	29.44
Registered Nurse IV	35.28
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.38
Exhibits Specialist II	20.48
Exhibits Specialist III	25.21
Illustrator I	16.21
Illustrator II	20.27
Illustrator III	24.95
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.97
Counter Attendant	7.97
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.97
Presser, Hand	7.97

Presser, Machine, Drycleaning	7.97
Presser, Machine, Shirts	7.97
Presser, Machine, Wearing Apparel, Laundry	7.97
Sewing Machine Operator	9.66
Tailor	11.67
Washer, Machine	8.74
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	17.62
Material Coordinator	16.82
Material Expediter	16.82
Material Handling Laborer	10.45
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.32
Store Worker I	8.71
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	21.14
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.13
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39

Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.92
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.23
Mortician	21.63
Park Attendant (Aide)	11.59
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	12.78
Sales Clerk	9.13
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	10.22
Survey Party Chief (Chief of Party)	13.56
Surveying Aide	8.43
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.89
Swimming Pool Operator	12.01
Vending Machine Attendant	9.79
Vending Machine Repairer	12.04
Vending Machine Repairer Helper	9.79
Personal Needs Occupations	
Child Care Attendant	10.34
Child Care Center Clerk	14.42
Chore Aid	7.93
Homemaker	14.95
Plant and System Operation Occupations	
Boiler Tender	19.65
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	14.07
Corrections Officer	17.69
Court Security Officer	18.29
Detention Officer	18.29
Firefighter	18.84
Guard I	9.23
Guard II	12.16
Police Officer	20.49

Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.64
Air Traffic Control Specialist, Station (2)	19.06
Air Traffic Control Specialist, Terminal (2)	20.99
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	14.49
Engineering Technician II	16.82
Engineering Technician III	20.22
Engineering Technician IV	23.20
Engineering Technician V	28.37
Engineering Technician VI	34.33
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	21.91
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	22.89
Unexploded (UXO) Safety Escort	17.56
Unexploded (UXO) Sweep Personnel	17.56
Unexploded Ordnance (UXO) Technician I	17.56
Unexploded Ordnance (UXO) Technician II	21.25
Unexploded Ordnance (UXO) Technician III	25.47
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62
Weather Observer, Upper Air (3)	15.13
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.72
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination

11 (in the absence of a bona fide collective bargaining agreement providing for a

different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or .67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION NO: 94-2543 REV (27) AREA: VA,NORFOLK

WAGE DETERMINATION NO: 94-2543 REV (27) AREA: VA,NORFOLK

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2543

Revision No.: 27

Date Of Last Revision: 05/31/2001

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews,
Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach,
Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.38
Accounting Clerk II	10.58
Accounting Clerk III	13.17
Accounting Clerk IV	14.28
Court Reporter	12.87
Dispatcher, Motor Vehicle	12.63
Document Preparation Clerk	9.71
Duplicating Machine Operator	9.71
Film/Tape Librarian	9.60
General Clerk I	7.91
General Clerk II	9.73
General Clerk III	12.10
General Clerk IV	13.53
Housing Referral Assistant	14.93
Key Entry Operator I	9.13
Key Entry Operator II	11.49
Messenger (Courier)	7.89
Order Clerk I	10.12
Order Clerk II	13.24
Personnel Assistant (Employment) I	10.43
Personnel Assistant (Employment) II	12.06
Personnel Assistant (Employment) III	12.74
Personnel Assistant (Employment) IV	14.59
Production Control Clerk	16.40
Rental Clerk	10.32
Scheduler, Maintenance	11.24
Secretary I	11.24
Secretary II	13.08
Secretary III	14.93
Secretary IV	17.50
Secretary V	18.37
Service Order Dispatcher	11.04
Stenographer I	10.45
Stenographer II	11.74
Supply Technician	15.74

Survey Worker (Interviewer)	11.18
Switchboard Operator-Receptionist	8.36
Test Examiner	13.08
Test Proctor	13.08
Travel Clerk I	9.02
Travel Clerk II	9.63
Travel Clerk III	10.27
Word Processor I	10.70
Word Processor II	12.05
Word Processor III	13.50
Automatic Data Processing Occupations	
Computer Data Librarian	8.55
Computer Operator I	10.35
Computer Operator II	11.97
Computer Operator III	14.82
Computer Operator IV	17.17
Computer Operator V	18.25
Computer Programmer I (1)	18.32
Computer Programmer II (1)	20.73
Computer Programmer III (1)	24.72
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	23.07
Computer Systems Analyst II (1)	26.57
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.93
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.79
Automotive Glass Installer	15.31
Automotive Worker	15.31
Electrician, Automotive	16.03
Mobile Equipment Servicer	13.84
Motor Equipment Metal Mechanic	16.79
Motor Equipment Metal Worker	15.31
Motor Vehicle Mechanic	16.79
Motor Vehicle Mechanic Helper	13.05
Motor Vehicle Upholstery Worker	14.56
Motor Vehicle Wrecker	15.31
Painter, Automotive	16.03
Radiator Repair Specialist	14.56
Tire Repairer	13.37
Transmission Repair Specialist	16.79
Food Preparation and Service Occupations	
Baker	8.98
Cook I	8.39
Cook II	9.28
Dishwasher	7.20
Food Service Worker	7.20
Meat Cutter	11.54
Waiter/Waitress	7.56
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.43
Furniture Handler	13.34
Furniture Refinisher	16.03
Furniture Refinisher Helper	13.05
Furniture Repairer, Minor	14.56
Upholsterer	16.03
General Services and Support Occupations	

Cleaner, Vehicles	8.29
Elevator Operator	7.20
Gardener	10.19
House Keeping Aid I	6.93
House Keeping Aid II	8.88
Janitor	8.28
Laborer, Grounds Maintenance	8.65
Maid or Houseman	6.46
Pest Controller	8.74
Refuse Collector	8.28
Tractor Operator	9.71
Window Cleaner	9.00
Health Occupations	
Dental Assistant	11.11
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.21
Licensed Practical Nurse I	10.24
Licensed Practical Nurse II	11.49
Licensed Practical Nurse III	12.85
Medical Assistant	9.79
Medical Laboratory Technician	11.39
Medical Record Clerk	10.90
Medical Record Technician	13.15
Nursing Assistant I	7.67
Nursing Assistant II	8.63
Nursing Assistant III	9.42
Nursing Assistant IV	10.56
Pharmacy Technician	11.84
Phlebotomist	11.49
Registered Nurse I	17.93
Registered Nurse II	21.36
Registered Nurse II, Specialist	21.29
Registered Nurse III	25.76
Registered Nurse III, Anesthetist	25.76
Registered Nurse IV	30.87
Information and Arts Occupations	
Audiovisual Librarian	14.23
Exhibits Specialist I	15.55
Exhibits Specialist II	18.89
Exhibits Specialist III	20.98
Illustrator I	16.39
Illustrator II	19.91
Illustrator-III	22.11
Librarian	18.81
Library Technician	11.41
Photographer I	11.73
Photographer II	15.55
Photographer III	18.89
Photographer IV	20.98
Photographer V	25.39
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.95
Counter Attendant	6.95
Dry Cleaner	7.44
Finisher, Flatwork, Machine	6.95
Presser, Hand	6.95
Presser, Machine, Drycleaning	6.95
Presser, Machine, Shirts	6.95

Presser, Machine, Wearing Apparel, Laundry	6.95
Sewing Machine Operator	7.97
Tailor	9.68
Washer, Machine	7.49
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.66
Tool and Die Maker	18.46
Material Handling and Packing Occupations	
Forklift Operator	12.33
Fuel Distribution System Operator	13.84
Material Coordinator	16.69
Material Expediter	16.69
Material Handling Laborer	8.86
Order Filler	8.94
Production Line Worker (Food Processing)	10.91
Shipping Packer	10.54
Shipping/Receiving Clerk	10.54
Stock Clerk (Shelf Stocker; Store Worker II)	11.42
Store Worker I	9.02
Tools and Parts Attendant	14.93
Warehouse Specialist	14.36
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.46
Aircraft Mechanic Helper	15.13
Aircraft Quality Control Inspector	20.32
Aircraft Servicer	16.87
Aircraft Worker	17.74
Appliance Mechanic	16.03
Bicycle Repairer	13.37
Cable Splicer	16.79
Carpenter, Maintenance	16.03
Carpet Layer	17.61
Electrician, Maintenance	16.79
Electronics Technician, Maintenance I	15.14
Electronics Technician, Maintenance II	15.48
Electronics Technician, Maintenance III	16.59
Fabric Worker	14.56
Fire Alarm System Mechanic	16.79
Fire Extinguisher Repairer	13.84
Fuel Distribution System Mechanic	16.79
General Maintenance Worker	15.31
Heating, Refrigeration and Air Conditioning Mechanic	16.79
Heavy Equipment Mechanic	16.79
Heavy Equipment Operator	16.79
Instrument Mechanic	16.79
Laborer	10.02
Locksmith	16.03
Machinery Maintenance Mechanic	16.75
Machinist, Maintenance	16.79
Maintenance Trades Helper	13.05
Millwright	20.58
Office Appliance Repairer	16.03
Painter, Aircraft	17.49
Painter, Maintenance	16.03
Pipefitter, Maintenance	16.79
Plumber, Maintenance	16.03
Pneumatic Systems Mechanic	16.79

Rigger	16.79
Scale Mechanic	15.31
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.31
Telecommunication Mechanic I	16.79
Telecommunication Mechanic II	20.16
Telephone Lineman	16.79
Welder, Combination, Maintenance	16.79
Well Driller	16.79
Woodcraft Worker	16.79
Woodworker	13.84
Miscellaneous Occupations	
Animal Caretaker	7.25
Carnival Equipment Operator	8.79
Carnival Equipment Repairer	9.22
Carnival Worker	6.26
Cashier	6.45
Desk Clerk	7.25
Embalmer	17.63
Lifeguard	7.34
Mortician	17.63
Park Attendant (Aide)	9.21
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.22
Recreation Specialist	13.50
Recycling Worker	10.14
Sales Clerk	7.34
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	6.38
Survey Party Chief (Chief of Party)	11.30
Surveying Aide	7.05
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.27
Swimming Pool Operator	10.33
Vending Machine Attendant	10.14
Vending Machine Repairer	11.88
Vending Machine Repairer Helper	10.14
Personal Needs Occupations	
Child Care Attendant	6.63
Child Care Center Clerk	10.26
Chore Aid	6.46
Homemaker	10.45
Plant and System Operation Occupations	
Boiler Tender	16.79
Sewage Plant Operator	17.81
Stationary Engineer	16.79
Ventilation Equipment Tender	13.05
Water Treatment Plant Operator	17.81
Protective Service Occupations	
Alarm Monitor	9.87
Corrections Officer	12.33
Court Security Officer	13.19
Detention Officer	13.19
Firefighter	13.65
Guard I	7.67
Guard II	9.18
Police Officer	15.86
Stevedoring/Longshoremen Occupations	
Locker and Bracer	14.68

Hatch Tender	12.76
Line Handler	12.76
Stevedore I	14.04
Stevedore II	15.42
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.37
Air Traffic Control Specialist, Station (2)	18.88
Air Traffic Control Specialist, Terminal (2)	20.78
Archeological Technician I	11.83
Archeological Technician II	13.30
Archeological Technician III	16.43
Cartographic Technician	17.17
Civil Engineering Technician	18.89
Computer Based Training (CBT) Specialist/ Instructor	20.97
Drafter I	10.42
Drafter II	11.73
Drafter III	14.74
Drafter IV	17.91
Engineering Technician I	14.16
Engineering Technician II	15.15
Engineering Technician III	18.67
Engineering Technician IV	22.61
Engineering Technician V	26.41
Engineering Technician VI	32.63
Environmental Technician	16.43
Flight Simulator/Instructor (Pilot)	24.14
Graphic Artist	18.24
Instructor	18.12
Laboratory Technician	12.28
Mathematical Technician	16.43
Paralegal/Legal Assistant I	12.60
Paralegal/Legal Assistant II	15.30
Paralegal/Legal Assistant III	18.72
Paralegal/Legal Assistant IV	22.65
Photooptics Technician	18.89
Technical Writer	17.88
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.08
Weather Observer, Senior (3)	15.24
Weather Observer, Upper Air (3)	14.08
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	9.75
Parking and Lot Attendant	7.22
Shuttle Bus Driver	9.33
Taxi Driver	8.80
Truckdriver, Heavy Truck	13.31
Truckdriver, Light Truck	9.33
Truckdriver, Medium Truck	9.75
Truckdriver, Tractor-Trailer	13.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

LTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole in of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or

\$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444)) Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

WAGE DETERMINATION NO: 94-2473 REV (22) AREA: SC,CHARLESTON

WAGE DETERMINATION NO: 94-2473 REV (22) AREA: SC,CHARLESTON
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 ***FOR OFFICIAL USE ONLY BY FEDERAL
 AGENCIES PARTICIPATING IN MOU WITH DOL***

WASHINGTON D.C. 20210

William W. Gross Division of | Wage Determination No.: 1994-2473
 Director Wage Determinations | Revision No.: 22
 Date Of Last Revision: 05/31/2001

State: South Carolina
 Area: South Carolina Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester,
 Georgetown, Williamsburg

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.38
Accounting Clerk II	9.52
Accounting Clerk III	11.33
Accounting Clerk IV	12.70
Court Reporter	11.75
Dispatcher, Motor Vehicle	14.17
Document Preparation Clerk	8.81
Duplicating Machine Operator	8.92
Film/Tape Librarian	10.01
General Clerk I	7.63
General Clerk II	8.57
General Clerk III	9.34
General Clerk IV	10.51
Housing Referral Assistant	15.96
Key Entry Operator I	8.62
Key Entry Operator II	9.80
Messenger (Courier)	7.76
Order Clerk I	8.78
Order Clerk II	10.98
Personnel Assistant (Employment) I	8.03
Personnel Assistant (Employment) II	9.03
Personnel Assistant (Employment) III	11.33
Personnel Assistant (Employment) IV	12.74
Production Control Clerk	13.97
Rental Clerk	10.02
Scheduler, Maintenance	11.34
Secretary I	11.34
Secretary II	12.74
Secretary III	16.22
Secretary IV	16.55
Secretary V	18.19
Service Order Dispatcher	12.59
Stenographer I	11.15
Stenographer II	11.53
Supply Technician	12.51
Survey Worker (Interviewer)	11.26

Switchboard Operator-Receptionist	8.81
Test Examiner	12.74
Test Proctor	12.74
Travel Clerk I	8.32
Travel Clerk II	8.86
Travel Clerk III	9.48
Word Processor I	7.66
Word Processor II	9.56
Word Processor III	10.69
Automatic Data Processing Occupations	
Computer Data Librarian	7.97
Computer Operator I	8.03
Computer Operator II	10.19
Computer Operator III	13.22
Computer Operator IV	14.70
Computer Operator V	16.27
Computer Programmer I (1)	14.48
Computer Programmer II (1)	17.91
Computer Programmer III (1)	22.84
Computer Programmer IV (1)	24.96
Computer Systems Analyst I (1)	23.06
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	9.72
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.13
Automotive Glass Installer	14.51
Automotive Worker	14.51
Electrician, Automotive	15.24
Mobile Equipment Servicer	13.07
Motor Equipment Metal Mechanic	15.95
Motor Equipment Metal Worker	14.51
Motor Vehicle Mechanic	15.95
Motor Vehicle Mechanic Helper	12.37
Motor Vehicle Upholstery Worker	13.80
Motor Vehicle Wrecker	14.51
Painter, Automotive	15.24
Radiator Repair Specialist	14.51
Tire Repairer	11.58
Transmission Repair Specialist	15.95
Food Preparation and Service Occupations	
Baker	8.33
Cook I	7.19
Cook II	8.29
Dishwasher	6.34
Food Service Worker	7.14
Meat Cutter	10.14
Waiter/Waitress	6.11
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.96
Furniture Handler	10.71
Furniture Refinisher	13.96
Furniture Refinisher Helper	11.33
Furniture Repairer, Minor	12.65
Upholsterer	13.96
General Services and Support Occupations	
Cleaner, Vehicles	7.05

Elevator Operator	6.35
Gardener	9.51
House Keeping Aid I	6.59
House Keeping Aid II	7.94
Janitor	7.29
Laborer, Grounds Maintenance	7.94
Maid or Houseman	6.37
Pest Controller	9.44
Refuse Collector	7.29
Tractor Operator	8.96
Window Cleaner	7.94
Health Occupations	
Dental Assistant	11.17
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.87
Licensed Practical Nurse I	11.39
Licensed Practical Nurse II	12.78
Licensed Practical Nurse III	14.29
Medical Assistant	9.72
Medical Laboratory Technician	12.86
Medical Record Clerk	10.29
Medical Record Technician	13.47
Nursing Assistant I	6.92
Nursing Assistant II	7.11
Nursing Assistant III	7.77
Nursing Assistant IV	8.70
Pharmacy Technician	12.11
Phlebotomist	11.43
Registered Nurse I	15.48
Registered Nurse II	18.94
Registered Nurse II, Specialist	18.94
Registered Nurse III	22.90
Registered Nurse III, Anesthetist	22.90
Registered Nurse IV	27.46
Information and Arts Occupations	
Audiovisual Librarian	13.76
Exhibits Specialist I	12.88
Exhibits Specialist II	16.36
Exhibits Specialist III	19.50
Illustrator I	12.88
Illustrator II	16.36
Illustrator III	19.50
Librarian	17.19
Library Technician	11.26
Photographer I	11.52
Photographer II	12.88
Photographer III	16.36
Photographer IV	19.50
Photographer V	23.60
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.10
Counter Attendant	7.10
Dry Cleaner	7.46
Finisher, Flatwork, Machine	7.10
Presser, Hand	7.10
Presser, Machine, Drycleaning	7.10
Presser, Machine, Shirts	7.10
Presser, Machine, Wearing Apparel, Laundry	7.10

Sewing Machine Operator	7.96
Tailor	9.50
Washer, Machine	7.44
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.05
Tool and Die Maker	19.17
Material Handling and Packing Occupations	
Forklift Operator	11.32
Fuel Distribution System Operator	12.64
Material Coordinator	12.73
Material Expediter	12.73
Material Handling Laborer	8.66
Order Filler	10.97
Production Line Worker (Food Processing)	9.84
Shipping Packer	10.78
Shipping/Receiving Clerk	11.78
Stock Clerk (Shelf Stocker; Store Worker II)	11.67
Store Worker I	9.29
Tools and Parts Attendant	9.78
Warehouse Specialist	11.32
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	14.62
Aircraft Mechanic Helper	11.33
Aircraft Quality Control Inspector	15.28
Aircraft Servicer	12.65
Aircraft Worker	13.30
Appliance Mechanic	14.58
Bicycle Repairer	11.58
Cable Splicer	16.25
Carpenter, Maintenance	13.96
Carpet Layer	13.30
Electrician, Maintenance	16.81
Electronics Technician, Maintenance I	14.14
Electronics Technician, Maintenance II	16.10
Electronics Technician, Maintenance III	18.75
Fabric Worker	12.65
Fire Alarm System Mechanic	14.62
Fire Extinguisher Repairer	12.00
Fuel Distribution System Mechanic	14.62
General Maintenance Worker	11.44
Heating, Refrigeration and Air Conditioning Mechanic	14.62
Heavy Equipment Mechanic	16.81
Heavy Equipment Operator	16.81
Instrument Mechanic	19.34
Laborer	7.73
Locksmith	13.96
Machinery Maintenance Mechanic	18.72
Machinist, Maintenance	14.62
Maintenance Trades Helper	11.33
Millwright	16.81
Office Appliance Repairer	14.58
Painter, Aircraft	15.24
Painter, Maintenance	13.96
Pipefitter, Maintenance	14.62
Plumber, Maintenance	13.96
Pneudraulic Systems Mechanic	14.62
igger	14.62

Scale Mechanic	13.30
Sheet-Metal Worker, Maintenance	14.62
Small Engine Mechanic	13.30
Telecommunication Mechanic I	14.62
Telecommunication Mechanic II	15.28
Telephone Lineman	14.62
Welder, Combination, Maintenance	14.62
Well Driller	14.62
Woodcraft Worker	14.62
Woodworker	12.64
Miscellaneous Occupations	
Animal Caretaker	6.90
Carnival Equipment Operator	8.96
Carnival Equipment Repairer	9.51
Carnival Worker	7.29
Cashier	6.29
Desk Clerk	7.45
Embalmer	18.84
Lifeguard	7.48
Mortician	18.84
Park Attendant (Aide)	8.92
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	6.50
Recreation Specialist	13.40
Recycling Worker	8.82
Sales Clerk	7.48
School Crossing Guard (Crosswalk Attendant)	5.52
Sport Official	6.50
Survey Party Chief (Chief of Party)	8.46
Surveying Aide	7.05
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	7.69
Swimming Pool Operator	8.94
Vending Machine Attendant	6.26
Vending Machine Repairer	8.22
Vending Machine Repairer Helper	6.76
Personal Needs Occupations	
Child Care Attendant	6.09
Child Care Center Clerk	7.60
Chore Aid	6.24
Homemaker	8.51
Plant and System Operation Occupations	
Boiler Tender	14.62
Sewage Plant Operator	14.82
Stationary Engineer	14.62
Ventilation Equipment Tender	11.48
Water Treatment Plant Operator	14.82
Protective Service Occupations	
Alarm Monitor	10.51
Corrections Officer	11.87
Court Security Officer	12.33
Detention Officer	11.87
Firefighter	11.87
Guard I	7.42
Guard II	11.07
Police Officer	14.84
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	11.57
Watch Tender	13.31

Line Handler	13.31
Stevedore I	10.99
Stevedore II	12.13
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	15.35
Archeological Technician II	17.19
Archeological Technician III	21.28
Cartographic Technician	21.68
Civil Engineering Technician	18.50
Computer Based Training (CBT) Specialist/ Instructor	19.50
Drafter I	13.63
Drafter II	16.43
Drafter III	17.10
Drafter IV	21.74
Engineering Technician I	12.03
Engineering Technician II	13.51
Engineering Technician III	16.84
Engineering Technician IV	21.01
Engineering Technician V	22.87
Engineering Technician VI	27.66
Environmental Technician	21.27
Flight Simulator/Instructor (Pilot)	27.11
Graphic Artist	19.13
Instructor	15.35
Laboratory Technician	16.51
Mathematical Technician	18.50
Paralegal/Legal Assistant I	13.55
Paralegal/Legal Assistant II	14.29
Paralegal/Legal Assistant III	17.46
Paralegal/Legal Assistant IV	21.14
Photooptics Technician	18.75
Technical Writer	21.30
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.87
Weather Observer, Senior (3)	16.53
Weather Observer, Upper Air (3)	14.87
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.80
Parking and Lot Attendant	7.98
Shuttle Bus Driver	11.11
Taxi Driver	10.49
Truckdriver, Heavy Truck	14.28
Truckdriver, Light Truck	11.18
Truckdriver, Medium Truck	11.80
Truckdriver, Tractor-Trailer	14.28

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or

\$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444)) Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

WAGE DETERMINATION NO: 94-2393 REV (21) AREA: NC, FAYETTEVILLE

WAGE DETERMINATION NO: 94-2393 REV (21) AREA: NC, FAYETTEVILLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

***FOR OFFICIAL USE ONLY BY FEDERAL

AGENCIES PARTICIPATING IN MOU WITH DOL***

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2393

Revision No.: 21

Date Of Last Revision: 07/12/2001

States: North Carolina, South Carolina

Area: North Carolina Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson

South Carolina Counties of Dillon, Horry, Marion, Marlboro

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.04
Accounting Clerk II	10.04
Accounting Clerk III	12.77
Accounting Clerk IV	14.27
Court Reporter	10.40
Dispatcher, Motor Vehicle	11.96
Document Preparation Clerk	8.28
Duplicating Machine Operator	8.28
Film/Tape Librarian	8.99
General Clerk I	7.03
General Clerk II	7.92
General Clerk III	8.64
General Clerk IV	9.69
Housing Referral Assistant	15.48
Key Entry Operator I	8.07
Key Entry Operator II	8.79
Messenger (Courier)	6.74
Order Clerk I	8.25
Order Clerk II	9.01
Personnel Assistant (Employment) I	8.00
Personnel Assistant (Employment) II	8.98
Personnel Assistant (Employment) III	11.55
Personnel Assistant (Employment) IV	14.95
Production Control Clerk	13.60
Rental Clerk	8.09
Scheduler, Maintenance	9.30
Secretary I	9.30
Secretary II	11.96
Secretary III	15.48
Secretary IV	17.20
Secretary V	19.03
Service Order Dispatcher	9.30

Stenographer I	7.20
Stenographer II	8.09
Supply Technician	16.74
Survey Worker (Interviewer)	10.40
Switchboard Operator-Receptionist	8.26
Test Examiner	11.96
Test Proctor	11.96
Travel Clerk I	8.54
Travel Clerk II	9.12
Travel Clerk III	9.74
Word Processor I	8.28
Word Processor II	9.30
Word Processor III	11.96
Automatic Data Processing Occupations	
Computer Data Librarian	10.81
Computer Operator I	12.05
Computer Operator II	14.48
Computer Operator III	17.57
Computer Operator IV	18.13
Computer Operator V	20.08
Computer Programmer I (1)	13.14
Computer Programmer II (1)	16.19
Computer Programmer III (1)	19.34
Computer Programmer IV (1)	22.03
Computer Systems Analyst I (1)	18.14
Computer Systems Analyst II (1)	21.71
Computer Systems Analyst III (1)	25.85
Peripheral Equipment Operator	11.19
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.32
Automotive Glass Installer	13.57
Automotive Worker	13.57
Electrician, Automotive	15.06
Mobile Equipment Servicer	12.09
Motor Equipment Metal Mechanic	15.06
Motor Equipment Metal Worker	13.57
Motor Vehicle Mechanic	15.06
Motor Vehicle Mechanic Helper	11.33
Motor Vehicle Upholstery Worker	13.57
Motor Vehicle Wrecker	13.57
Painter, Automotive	14.52
Radiator Repair Specialist	13.57
Tire Repairer	11.68
Transmission Repair Specialist	15.06
Food Preparation and Service Occupations	
Baker	13.08
Cook I	11.58
Cook II	13.08
Dishwasher	8.48
Food Service Worker	8.48
Meat Cutter	13.08
Waiter/Waitress	9.32
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.24
Furniture Handler	10.92
Furniture Refinisher	16.24
Furniture Refinisher Helper	12.70

Furniture Repairer, Minor ..	14.45
Upholsterer	16.24
General Services and Support Occupations	
Cleaner, Vehicles	8.48
Elevator Operator	8.48
Gardener	11.18
House Keeping Aid I	7.58
House Keeping Aid II	8.48
Janitor	8.48
Laborer, Grounds Maintenance	9.32
Maid or Houseman	7.58
Pest Controller	12.34
Refuse Collector	8.48
Tractor Operator	10.84
Window Cleaner	9.32
Health Occupations	
Dental Assistant	10.44
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.52
Licensed Practical Nurse I	9.56
Licensed Practical Nurse II	10.74
Licensed Practical Nurse III	12.01
Medical Assistant	10.13
Medical Laboratory Technician	10.74
Medical Record Clerk	9.34
Medical Record Technician	12.93
Nursing Assistant I	7.65
Nursing Assistant II	8.60
Nursing Assistant III	9.38
Nursing Assistant IV	10.54
Pharmacy Technician	11.63
Phlebotomist	10.74
Registered Nurse I	14.87
Registered Nurse II	18.18
Registered Nurse II, Specialist	18.18
Registered Nurse III	22.01
Registered Nurse III, Anesthetist	22.01
Registered Nurse IV	26.38
Information and Arts Occupations	
Audiovisual Librarian	14.96
Exhibits Specialist I	13.81
Exhibits Specialist II	16.72
Exhibits Specialist III	19.95
Illustrator I	13.81
Illustrator II	16.72
Illustrator III	19.95
Librarian	18.56
Library Technician	11.63
Photographer I	13.30
Photographer II	13.81
Photographer III	16.72
Photographer IV	19.95
Photographer V	24.15
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.36
Counter Attendant	6.36
Dry Cleaner	7.67
Finisher, Flatwork, Machine	6.36

Presser, Hand	6.36
Presser, Machine, Drycleaning	6.36
Presser, Machine, Shirts	6.36
Presser, Machine, Wearing Apparel, Laundry	6.36
Sewing Machine Operator	8.21
Tailor	8.77
Washer, Machine	6.83
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.34
Tool and Die Maker	19.02
Material Handling and Packing Occupations	
Forklift Operator	10.04
Fuel Distribution System Operator	10.39
Material Coordinator	11.16
Material Expediter	11.16
Material Handling Laborer	7.60
Order Filler	9.06
Production Line Worker (Food Processing)	9.72
Shipping Packer	9.18
Shipping/Receiving Clerk	9.18
Stock Clerk (Shelf Stocker; Store Worker II)	12.14
Store Worker I	9.13
Tools and Parts Attendant	10.82
Warehouse Specialist	10.82
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.10
Aircraft Mechanic Helper	12.70
Aircraft Quality Control Inspector	18.00
Aircraft Servicer	14.45
Aircraft Worker	15.34
Appliance Mechanic	16.24
Bicycle Repairer	13.11
Cable Splicer	17.10
Carpenter, Maintenance	16.24
Carpet Layer	15.34
Electrician, Maintenance	19.77
Electronics Technician, Maintenance I	17.80
Electronics Technician, Maintenance II	19.78
Electronics Technician, Maintenance III	20.67
Fabric Worker	14.46
Fire Alarm System Mechanic	17.10
Fire Extinguisher Repairer	13.57
Fuel Distribution System Mechanic	17.10
General Maintenance Worker	15.34
Heating, Refrigeration and Air Conditioning Mechanic	17.10
Heavy Equipment Mechanic	17.10
Heavy Equipment Operator	13.93
Instrument Mechanic	17.10
Laborer	9.64
Locksmith	16.24
Machinery Maintenance Mechanic	16.61
Machinist, Maintenance	16.69
Maintenance Trades Helper	12.70
Millwright	17.10
Office Appliance Repairer	16.24
Painter, Aircraft	16.24
Painter, Maintenance	16.24

Pipefitter, Maintenance	17.10
Plumber, Maintenance	16.24
Pneudraulic Systems Mechanic	17.10
Rigger	17.10
Scale Mechanic	15.34
Sheet-Metal Worker, Maintenance	17.10
Small Engine Mechanic	15.34
Telecommunication Mechanic I	17.10
Telecommunication Mechanic II	18.00
Telephone Lineman	17.10
Welder, Combination, Maintenance	17.10
Well Driller	17.10
Woodcraft Worker	17.10
Woodworker	13.57
Miscellaneous Occupations	
Animal Caretaker	10.07
Carnival Equipment Operator	10.84
Carnival Equipment Repairer	11.58
Carnival Worker	8.48
Cashier	7.30
Desk Clerk	8.94
Embalmer	15.81
Lifeguard	9.02
Mortician	15.81
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.01
Recreation Specialist	12.39
Recycling Worker	10.84
Sales Clerk	8.58
School Crossing Guard (Crosswalk Attendant)	8.48
Sport Official	7.97
Survey Party Chief (Chief of Party)	16.86
Surveying Aide	9.96
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.64
Swimming Pool Operator	13.86
Vending Machine Attendant	11.49
Vending Machine Repairer	13.86
Vending Machine Repairer Helper	11.49
Personal Needs Occupations	
Child Care Attendant	8.94
Child Care Center Clerk	11.56
Chore Aid	8.55
Homemaker	13.98
Plant and System Operation Occupations	
Boiler Tender	16.42
Sewage Plant Operator	16.24
Stationary Engineer	17.10
Ventilation Equipment Tender	12.70
Water Treatment Plant Operator	16.24
Protective Service Occupations	
Alarm Monitor	10.41
Corrections Officer	12.04
Court Security Officer	12.04
Detention Officer	12.04
Firefighter	12.04
Guard I	7.03
Guard II	11.97

Police Officer	14.75
Stevedoring/Longshoremen Occupations	
- Blocker and Bracer	11.73
Hatch Tender	11.73
Line Handler	11.73
Stevedore I	11.05
Stevedore II	12.43
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	12.31
Archeological Technician II	13.84
Archeological Technician III	16.72
Cartographic Technician	19.10
Civil Engineering Technician	16.72
Computer Based Training (CBT) Specialist/ Instructor	20.72
Drafter I	10.87
Drafter II	13.30
Drafter III	13.81
Drafter IV	16.72
Engineering Technician I	11.16
Engineering Technician II	13.66
Engineering Technician III	14.18
Engineering Technician IV	17.17
Engineering Technician V	21.47
Engineering Technician VI	25.97
Environmental Technician	16.14
Flight Simulator/Instructor (Pilot)	21.74
Graphic Artist	18.14
Instructor	17.16
Laboratory Technician	13.97
Mathematical Technician	16.72
Paralegal/Legal Assistant I	11.61
Paralegal/Legal Assistant II	16.70
Paralegal/Legal Assistant III	20.42
Paralegal/Legal Assistant IV	25.84
Photooptics Technician	16.72
Technical Writer	19.76
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.17
Weather Observer, Senior (3)	15.79
Weather Observer, Upper Air (3)	14.17
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	8.90
Parking and Lot Attendant	6.11
Shuttle Bus Driver	8.35
Taxi Driver	7.80
Truckdriver, Heavy Truck	11.58
Truckdriver, Light Truck	8.35
Truckdriver, Medium Truck	8.90
Truckdriver, Tractor-Trailer	11.58

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination

shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or 67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444)) Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT VII

COLLECTIVE BARGAINING AGREEMENTS

The table below reflects the Attachment Number of each Collective Bargaining Agreement (CBA) used in establishing minimum wage rates for this contract along with the Wage Determination number and the location to which it applies.

ATTACHMENT (AT) NO.	COLLECTIVE BARGAINING AGREEMENT	WAGE DETERMINATION NUMBER	LOCATIONS
VII-1	CBA BETWEEN AMERICAN SERVICE CONTRACTORS, L.P. AND UNITED INDUSTRIAL SERVICE, GOVERNMENT WORKERS OF THE SEAFARERS INTERNATIONAL UNION (UISGWSIU) OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATER DISTRICT, (AFL-CIO) AT QUANTICO, VA. CBA ADDENDUM DATED AUGUST 22, 2001; EFFECTIVE OCTOBER 1, 2001	TBD	MC BASE (MCB) QUANTICO, VA
VII-2	CBA BETWEEN MOORES CAFETERIA SERVICES, INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU), NATIONAL MARITIME UNION (NMU) MEBA AFL-CIO AT CAMP LEJEUNE, NC. CBA ADDENDUM DATED JULY 30, 2001; EFFECTIVE OCTOBER 1, 2001	TBD	MC BASE (MCB), CAMP LEJEUNE, NC

ATTACHMENT VII

In order to view the document(s) cited above in electronic format follow the instructions below to access the documents on the Headquarters, Marine Corps website. You will also need to have Acrobat Reader software on your machine in order to open the files on the website.

Click on the site below. When you reach the screen that says "Welcome to Management and Oversight Branch" click on "Other Documents" Tab located above those words. If the Tab bar is not immediately visible on the screen place the pointer above the "Welcome" and hold down the left mouse button and drag it downward. This should bring up the tab bar. Once you see the tab bar double click the "Other Documents" tab. This should bring up the list of hyperlinked documents. Select "Attachment VII-CBA-EC-Links". This will bring up the icons for each CBA. Click the icon to view the CBA.

<http://www.hqmc.usmc.mil/LBWeb.nsf/MainB?OpenFrameset>

ATTACHMENT VII-1

COLLECTIVE BARGAINING AGREEMENT (CBA)

BETWEEN

AMERICAN SERVICE CONTRACTORS, L.P.

AND

**UNITED INDUSTRIAL SERVICE, GOVERNMENT WORKERS OF THE
SEAFARERS INTERNATIONAL UNION (UISGWSIU)**

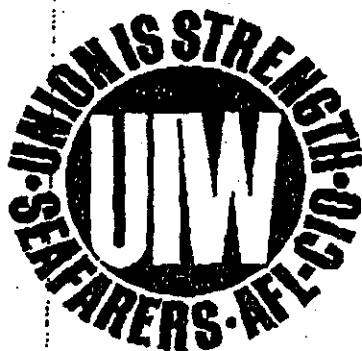
AT QUANTICO, VA. CBA ADDENDUM DATED AUGUST 22, 2001

16 Orange Note 10/01

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE



**UNITED INDUSTRIAL SERVICE, TRANSPORTATION,
PROFESSIONAL AND GOVERNMENT WORKERS OF
THE SEAFARERS INTERNATIONAL UNION OF NORTH
AMERICA - ATLANTIC, GULF, LAKES AND INLAND
WATERS DISTRICT, AFL-CIO**

AND

AMERICAN SERVICE CONTRACTORS, L.P.

Union Rep.

Jessica Smith
301-899-0675

5201 Auth Way
Camp Springs, MD

20746

Effective Date: October 1, 2001



MEMORANDUM OF UNDERSTANDING

Whereas, the United Industrial Workers ("Union") and American Service Contractors, L.P. (ASC) have concluded collective bargaining negotiations for a collective bargaining agreement to take effect on October 1, 2001,

Whereas, the economic terms negotiated to begin October 1, 2001 are contained in Appendices A-H of the collective bargaining agreement,

Whereas, the parties mutually agree to disseminate the information contained in these appendices as soon as possible to the Employees,

Therefore, the Union and the Company do affirm by the signatures below that the attached Appendices will be in effect on October 1, 2001.

For the Union

Jemca Smith
Signature

8-20-01
Date

For the Company

John Ed Rice
Signature

8/22/01
Date

Appendix A**Wage Schedule**

Classification	Per Hour Rate Effective 10/1/99	Per Hour Rate Effective 10/1/00	Per Hour Rate Effective 10/1/01
Mess Attendant	\$8.73	\$8.97	\$9.19
First Cook	\$10.67	\$10.97	\$11.24
Second Cook (Chief Cook)	\$12.47	\$12.82	\$13.14
Baker	\$12.47		
Truck Driver	\$11.78		
Cashier	\$8.73	\$8.97	\$9.19
Storeroom Clerk	\$9.52	\$9.79	\$10.03
Shift Leader	\$9.41	\$9.67	\$10.19

The above wage schedule is for all employees who have completed their probationary period who are employed under this Collective Bargaining Agreement.

Appendix B

Health and Welfare

Effective: October 1, 2001

Health and Welfare contributions shall be paid on all hours worked, all hours paid for vacation, holidays and sick leave but shall not exceed forty (40) hours in any one (1) week, and the payments per hour shall be as follows:

The Company shall pay one-dollar-and-fifty-five cents (\$1.55) per hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one (1) week.

This Health and Welfare contribution shall be paid to a trust fund as mutually agreed to by the Union and the Company. Such trust fund would secure health benefits from a health and welfare plan. Alternatively, this Health and Welfare contribution shall be paid by the Company to a health insurance carrier as mutually agreed to by the Union and the Company.

When the parties agree, the Health and Welfare contribution shall be paid directly to the employees in order to allow the employees the opportunity to purchase the health care plan of their choice.

The parties agree that effective 10/1/98, the Health and Welfare contribution shall be paid directly to the employees.

Appendix C

Pension

Effective: October 1, 2001

Pension contributions shall be paid on all hours worked, all hours paid for vacation, holidays and sick leave, not to exceed forty (40) hours per week, said payments being as follows:

The Company shall contribute thirty cents (\$.30) per hour on all hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one (1) week.

The parties agree that such contributions will be remitted in behalf of the Employees to the Seafarers Money Purchase Pension Plan, a trust fund pension plan that allows Employees to individually contribute to their retirement. The parties further agree that subject to government and legal approval, the Company will deduct such contributions from the employees' pay and remit such to the Seafarers Money Purchase Pension Plan as long as the period to elect such a deduction is limited to twice a year.

Appendix D

Vacations

Effective: October 1, 2001

After one (1) year of continuous serve, one (1) week of vacation.

After two (2) years of continuous service, two (2) weeks of vacation.

After four (4) years of continuous service, three (3) weeks of vacation.

After seven (7) years of continuous service, four (4) weeks of vacation.

After ten (10) years of continuous service, five (5) weeks of vacation.

Length of service includes the whole span of continuous service with the present (successor) contractor whenever employed and with predecessor in the performance of similar work at the same Federal facility. Time worked will be construed to include hours paid for holidays and sick leave. In the event the employee elects to not take vacation time, vacation pay will not accrue to the following year's vacation pay.

Appendix E

Holidays

Effective: **October 1, 2001**

**New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day**

The Company may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the Employees involved,

Appendix F

Uniforms and Footwear

Effective: October 1, 2001

Uniforms

All employees of the Company shall receive an allowance of fifteen cents (\$.15) per hour worked when required to launder and maintain Company-furnished uniforms. The term "per hour worked" shall apply to any hours worked in excess of eight (8) hours per day but not to exceed forty (40) hours per week.

Footwear

All employees will be required to wear Company-provided slip-resistant footwear at all times that they are engaged in work for the Company. During the first ninety (90) days of employment this footwear may consist of an overshoe to be worn over the Employee's own shoe. Thereafter, each Employee will be issued one (1) pair of slip-resistant shoes.

Employees will be accountable for the shoes and overshoes issued to them, including proper upkeep and cleaning. If an Employee ceases to be employed before the completion of ninety (90) days or upon the issuance of permanent shoes, the overshoes shall be returned to the Company along with any uniforms that have been issued.

Failure to wear the appropriate footwear will be grounds for refusing to permit an Employee to work.

Appendix H

Bereavement

Effective: **October 1, 2001**

In instances of the death of a member of the Employee's immediate family, the Company will grant a paid bereavement leave of up to three (3) days per death. An employee will be granted up to maximum of nine (9) bereavement leave days per year.

Such Employee will be required to give proper notice to the Company in any event, in order that the Company may obtain a temporary replacement.

The term "immediate family" shall mean only the following: mother, father, sister, brother, spouse, children, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews and cousins.

An Employee taking leave under this Section shall provide appropriate evidence of death upon request of the Company.

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PREAMBLE

THIS AGREEMENT is entered into by and between AMERICAN SERVICE CONTRACTORS, L.P. (hereinafter referred to as the "Company") and the UNITED INDUSTRIAL SERVICE, TRANSPORTATION, PROFESSIONAL AND GOVERNMENT WORKERS of the SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT, AFL-CIO (hereinafter referred to as the "Union"), as representative of its employees, located at MCCDC, QUANTICO, VIRGINIA (hereinafter referred to as the "Base") in the mutual interests of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

ARTICLE I

UNION RECOGNITION

Section A. The parties to this Agreement acknowledge that the prime contract with the U.S. Marine Corps will be held by Fairfax Opportunities Unlimited (FOU) and that the Company will serve as a subcontractor for a portion of the services required under that contract. The parties hereto agree and understand that work retained by FOU under its prime contract will be performed by FOU workers and that those workers are not covered by this collective bargaining agreement. The parties also hereto agree and understand that the work performed by the Company as a subcontractor will be performed by

Company employees.

Section B. The Company hereby recognizes the Union as the sole bargaining agent for all of its food service employees at the "Base".

Section C. Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement.

Section D. It is understood by this Section D that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement to the Contracting Officer at the Base.

ARTICLE II

UNION SECURITY AND MEMBERSHIP

Section A. Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the date of the execution of this Agreement, or the effective date thereof, whichever is later, shall become and remain members in good standing in the Union or pay an agency fee.

It shall also be a condition of employment that all employees covered by this Agreement hired on or after the execution or effective date shall, by the thirty-first (31st) calendar day following the beginning of such employment, become members in good standing in the Union or pay an agency fee.

The membership dues, including initiation fees of the Union, or agency fee, shall be deducted from the wages of the employees covered by this Agreement, when and in the amount so directed by the Union, as certified by the Union's National Secretary/Treasurer, provided that the Company received from such employees on whose account such deductions are to be made, a written authorization or assignment

which shall be irrevocable for period of one (1) year from the date thereof, or until the termination of this Agreement, whichever occurs first, and shall be automatically irrevocably renewed for like periods unless, within thirty (30) days before the end of any renewal period a written revocation signed by the employees, sent by registered mail, return receipt requested, to the Company and the Union. Such amounts shall be held by the Company and shall be remitted by the Company to the Union together with an itemized statement showing the names of the employees and the amount deducted for dues, agency and initiation fees. Such remittances must be made on or before the twentieth (20th) day of each and every month by the Company by check drawn to the order of the National Secretary/Treasurer of the Union.

Section B. If the provisions of Article II, Section A, shall be deemed to be of no force and effect, the following shall govern:

1. Employees who are members of the Union on the date of the execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall maintain their membership in the Union as a condition of employment during the term thereof.

2. The provisions of Article II, Section A shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever any court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of validity.

Section C. Payment for membership dues or agency fees shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.

Section D. In the event of termination of employment, there shall be no obligation upon the Company to collect dues or agency fees until all other deductions have been made.

Section E. The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will be prepared twice a year at times agreed upon by the Union and the Company and will show the name, social security number, address, job classification and hire or termination date of such employees.

Section F. The Company shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this Agreement, however, shall be construed to create an exclusive hiring hall arrangement and the Company shall at all times be free to advertise, list and fill said job openings from any sources available to the Company, including, but not limited to employees employed by the Company at other locations of the Company or its franchises not covered by this Agreement.

Section G. When hiring, the Company shall be the judge of the selection of its employees. However, the Company shall give full consideration without prejudice, to members of the Union.

Section H. The Union agrees to indemnify and save the Company harmless against any claims, suits, judgments or liabilities of any sort whatsoever out of the Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE III

MANAGEMENT RIGHTS

Section A. Except as modified by this Agreement, all rights, powers and authority the Company had prior to the signing of

this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.

Section B. The Company retains the sole and exclusive right of management of its business, and the direction of its working forces, including, but not limited to: the establishment of reasonable policies, practices and procedures for the conduct of its business, and to change or abolish such policies, practices or procedures; the right to plan, direct, expand, reduce and control its operations, to include (a) the shifts to be observed, the facilities to be covered, the methods of job performance, (b) the courtesies to be observed and the services to be provided by employees toward the public and employees of the Government, and other specific duties as are currently being performed, the right to contract or subcontract any of its work to accomplish the services it has contracted to provide to the Government; the right to hire, lay off, assign, transfer, demote, promote; the right to determine the starting and quitting times of employees, and the hours and days to be worked; to discharge, suspend, or otherwise discipline employees for just cause; otherwise the right to take such measures as management may determine to be necessary for the orderly and economical operation of the Company's business. None of these enumerated rights shall be exercised for the purpose of circumventing the Collective Bargaining Agreement.

ARTICLE IV

EQUAL OPPORTUNITY

Section A. There shall be no discrimination against any employee because of race, creed, color, national origin, sex, age, disability, religion or union membership by either the Company or the Union.

The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to work actively toward the

implementation of that policy.

Section B. Wherever the pronouns he, him or his appear in this Agreement it is agreed that any such reference shall have equal application to employees irrespective of sex and in no way represents sexual discrimination.

ARTICLE V

ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the Agreement is being enforced. Visitation shall not interrupt the duties of any employee. The Representative of the Union shall schedule such visitation with the Company during scheduled employee break periods. Such visitation will be coordinated with the Project Manager. The Company shall not unreasonably withhold the scheduling of said visitation. The Company shall be notified by the Union representative before he shall take action with the person involved. The Company and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article.

ARTICLE VI

WORK SCHEDULE - WORK WEEK

Section A. The work week shall commence on Sunday at 0001 hours and shall terminate at 2400 on Saturday night.

Section B. Each employee shall be given a schedule. The work schedule for each week shall be posted at least two (2) days prior to the beginning of the work week.

Section C. An effort will be made to give each employee at least one (1) day off each week, and, where possible, two (2) consecutive days off. The same day or days off each week will be scheduled whenever possible to do so within the require-

ments of the Company's operation. The Building Manager and the employee shall meet for the purpose of discussing his or her work schedule, with the goal of providing as many regular shifts as possible.

Section D. Any employee who normally works at least four (4) hours per day and appears for work in accordance with his current work schedule, or otherwise at the request of the Company, and is not provided with work through no fault of his own but through fault of management scheduling, shall be paid for not less than four (4) hours work. However, if work is not available due to the change in government requirements, the employee shall be paid a minimum of two (2) hours at the applicable rate.

Section E. If it becomes necessary to send employees home early due to lack of work the Company shall first seek volunteers from the affected job classifications; however, in the event no one volunteers, employees shall be sent home in reverse seniority order, within each affected job classification.

Section F. If it becomes necessary to require employees to work beyond (before or after) their posted schedule, the Company shall first seek volunteers within the affected job classification; however, in the event that no one volunteers, the least senior person in the affected job classification will be required to work.

Section G. All employees will provide the company with a current working telephone number for assignment of new work and recalls from layoff.

ARTICLE VII

REST PERIODS

All employees working more than four (4) hours on a shift will receive one (1) unscheduled ten (10) minute rest period as designated by the employee's chief cook or shift leader during each period of work that extends beyond four (4) hours. The rest period shall not be taken at the beginning or end of the

employee's lunch period. The rest period shall be taken as near as possible to the middle of each work period that exceeds four (4) hours, but shall not be taken during rush hours. In no event shall any employee be entitled to more than two (2) ten (10) minute rest periods per eight (8) hour day.

ARTICLE VIII

PROBATIONARY PERIOD

Section A. Newly hired employees shall be considered on a trial basis for a period of one hundred twenty (120) calendar days from the date of hiring.

Section B. During the term of the first sixty (60) calendar days of the probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge and wages. Wages will remain at the referenced five percent (5%) reduced rate for the entire pendency of the one hundred (120) day probationary period. (See Article XVII, Section C.) After the first sixty (60) calendar days of the probationary period, such employees will continue to be entitled to all rights and privileges of this Agreement, including with respect to discharge.

Section C. Such employees may be terminated for any reason at any time during the period of the first sixty (60) calendar days without recourse through the grievance procedure or arbitration.

Section D. After the completion of the one hundred twenty (120) day probationary period, seniority shall be effective as of the original date of employment.

Section E. The union initiation fee will be applicable after one hundred and twenty (120) days of employment. The employee will pay union dues as per Article II of this Collective Bargaining Agreement from the beginning of employment.

ARTICLE IX

SENIORITY

Section A. Seniority shall mean the length of continuous service with the Company and any predecessor contractor. Seniority shall be maintained irrespective of the employee's transfer among buildings.

Section B. All layoffs shall be conducted based on seniority, classification and the qualifications to do the job. Management shall exercise reasonable and non-discriminatory judgement in the conduct of layoffs.

Section C. Senior employees shall have preference of schedules with more hours at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in lower classifications.

Section D. There will be no loss of job or seniority on account of verified short term sick leave or authorized leave of absence, except as defined in Article XIV, Section B.

Section E. An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

1. Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible.

2. Is on layoff for a period exceeding one (1) year.

3. Is absent from work for two (2) consecutive workdays without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the employee, or in any event, fails to report for work as scheduled without such reason.

4. Fails, while on layoff, upon notice from the Company that work is available, to report to the Company according to Article XVI, Section D.

The Company fulfills its obligation under Section E, Sub-Section 4 by calling the employee by phone. It is the obliga-

tion of the employee to keep the Company informed of his current telephone number.

Section F. An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement, will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ' of the Company.

Section G. In the event that two (2) or more employees request consideration for promotion to the same job vacancy, the Company shall consider seniority.

Section H. On the last day of operation of the Company's contract at the Base, the Company shall furnish the Union and the successor contractor a list of all of its current employees with their seniority establishment date affixed and the amount of each employee's current accrued vacation, and last known employee address.

ARTICLE X

DISCIPLINE AND DISCHARGE

Section A. The Company agrees to embrace the concept of progressive discipline. It is understood that a written notice of discipline shall be signed by the employee not as an admission of guilt, but as an indication of the employee being advised of such notice. A copy of such written notice shall be provided to the employee.

Section B. No employee shall be disciplined without just cause.

Section C. In case of discharge or suspension, the employee, if he requests, will be permitted to see his Shop Steward or the Chief Shop Steward prior to departing the premises.

Section D. No employee who has completed the first sixty (60) days of the probationary period shall be discharged without just cause, and all such dismissals will be subject to the grievance procedure and arbitration clause.

Section E. All reprimands and discharge notices shall be in writing and shall be signed by the Manager issuing the discipline or discharge and approved by the Project Manager or his designated representative. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the Shop Steward. Each reprimand shall be canceled after six (6) months.

Section F. Three (3) reprimands may result in immediate dismissal. Serious misconduct, which includes, but is not limited to, theft, intoxication on the job, failure to perform work as directed, illegal use of drugs, falsification of time records, and showing disrespect to Government or Company representatives, may result in immediate dismissal regardless of the number of prior reprimands, if any.

ARTICLE XI

GRIEVANCE PROCEDURE

Section A. A grievance is defined as a claim or dispute by the Company or employee or the Union concerning the interpretation or the application of this Agreement.

Section B. All grievances must be presented, filed and processed in accordance with the following exclusive procedure:

STEP I

The employee who has a grievance shall discuss it with the Building Manager through his Steward. All grievances must be presented no later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the offended party through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If the matter is not resolved, the Building Manager shall render a response to the grievance within two (2) business days after the grievance is presented.

If the grievance is not settled at Step I, it may be appealed

by the Union to the Project Manager to Step II within five (5) business days of the Step I decision of the Building Manager.

STEP II

Step II grievances shall be submitted in writing by the grieving party to the other party. The Chief Steward and the Project Manager will discuss the grievance at a mutually agreeable time within five (5) business days of the date the grieving party has notified the other party of the grievance. If no settlement of the grievance is reached, the other party shall provide the grieving party with an answer to the grievance within five (5) business days of the meeting in which the grievance was discussed.

If the grievance is not disposed of to the satisfaction of the party filing the grievance at Step II, the grievance may be appealed to Step III by the party or representative of the party filing the grievance by filing a written appeal to the other party within five (5) business days after Step II.

STEP III

Within five (5) business days after the appeal of the other party, the parties (the Company and the Union), will meet to attempt to settle the grievance. The party being grieved against shall render that party's decision within five (5) business days of such meeting.

If the grievance is not disposed of to the satisfaction of the grieving party, the grievance may be appealed to arbitration by the Company or the Union by lodging a written appeal with the other party within ten (10) business days of receipt of such written decision.

Section C. A grievance involving discharge of an employee shall be first brought at the Step II level and must be filed within five (5) days of discharge.

Section D. Company grievances shall be processed beginning with Step II. Such grievances must be presented no later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the offended party, through the use of reasonable diligence, could have obtained knowledge of the occur-

rence of the event giving rise to the grievance.

Section E. A business day is defined as a calendar day exclusive of Saturdays, Sundays or recognized holidays.

Section F. If a grievance is not presented within the time limits set forth above, it shall be considered waived and may not be further pursued by the offended party. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the other party's last answer. If mutually agreed upon, a party may waive one or more of the steps in the grievance procedure. If mutually agreed upon, a party may waive the time limits.

Section G. Stewards shall be afforded time off without loss of pay to investigate, discuss and present a grievance. Such time shall be kept at a minimum.

Section H. At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein, other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two (2) other persons at any step of the procedure except Step I. The parties may mutually agree that further representatives may be present.

ARTICLE XII

ARBITRATION

Section A. Within ten (10) days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall meet and attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt

of the list and shall alternately strike two (2) names from the list and shall first to be selected by lot. The fifth remaining person shall thereupon be selected as the impartial arbitrator.

Section B. Within ten (10) days after the selection of the arbitrator, the parties shall enter into a submission agreement which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the decision of the same with the notation that the parties could not agree upon a submission agreement.

Section C. During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his findings and award in writing within thirty (30) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

Section D. The fees of the arbitrator and necessary expenses, including transcript, if desired, of any arbitration proceeding and hearing room facilities shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

ARTICLE XIII

MILITARY LEAVE

Section A. Employees entering the military or naval service, Red Cross or other combat relief service or conscripted civil service of the United States during the life of this

Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training Service Act and will retain their seniority while in such service and will be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working and they report back to work within ninety (90) days from the time they are discharged, subject to applicable law.

Section B. An employee who is a member of a military reserve unit who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty, not to exceed thirty (30) days in any year.

Section C. An employee applying for leave under this Article XIII will give the Company at least five (5) working days notice prior to his reporting date, if possible.

ARTICLE XIV

LEAVE OF ABSENCE

Section A. After one (1) year of service at a Base, employees are entitled to unpaid leaves of absence not exceeding one (1) year for good cause. Such leave of absence may be granted for restoration of health, medical, dental or other treatment, maternity leave, or employment by the Union.

Section B. An employee will not lose his date-of-hire seniority date unless his leave of absence exceeds one (1) year of consecutive leave of absence time.

Section C. Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

Section D. Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

Section E. All leaves of absence must be applied for in writing and if granted must be granted in writing by the Company.

Section F. All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designated date for his return only with the consent of the Company.

Section G. The Company will abide with the Family Medical Leave Act of 1993 ("Act"), if applicable. Furthermore, extended leaves under the Act will be subject to all other non-conflicting paragraphs of this Article XIV.

ARTICLE XV

SHOP STEWARDS

Section A. Shop Stewards shall be designated by the Union from the group he is to represent, and the Union will notify the Company in writing of the duly designated Shop Steward at the Base with a copy of said notification to be sent to the Company's home office.

Section B. The Shop Steward shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

Section C. Prior to leaving the work area, the Shop Steward will request permission from the Supervisor. The Shop Steward will not leave the work area during rush hours.

Section D. The Chief Shop Steward shall be entitled to top seniority to the fullest extent allowed by law.

Section F. The Company shall provide bulletin board space at each facility for use by the Union, if available.

ARTICLE XVI

LAYOFFS AND RECALLS

Section A. In the event of a reduction in forces, the Company will give reasonable advance notice of layoff, under the circumstances, to the employees with the least seniority.

Section B. The Company will give employees to be laid off seven (7) calendar days notice of such layoff. If the Company does not provide the full seven (7) days notice, the employee will receive pay at his regular base rate of pay for each of his regularly scheduled working days within said seven (7) day period. The requirement of notice shall not apply to a layoff required as a result of an act of God, or layoffs resulting from a Government change in operations, whether temporary or permanent, a strike affecting the Company's business, nor to an employee who has not completed his probationary period.

Section C. The Company will recall employees in reverse order, such seniority to be by job classification. No new employees will be hired until all qualified laid-off employees have been recalled.

Section D. The Company will maintain and post a current recall listing by seniority within job classifications at the main office. The Company will recall laid-off employees by telephone message to the respective employee's most current telephone number. When the most senior employee cannot be reached, the company will recall the next most senior employee on the list. Refusal to return to work from lay off will result in resignation of employment.

ARTICLE XVII

TRANSFERS

Section A. In the event of emergencies, absenteeism and for purposes of instruction, the Company may transfer for a period not to exceed seventy-two (72) hours an employee to fill vacancies until the Company can correct the situation.

Section B. The transfers referred to in Section A will be done within job classification first by soliciting volunteers and transferring in order of seniority among the volunteers. Should this process yield insufficient volunteers, the Company can assign employees in reverse seniority order by classification.

Section C. In the event the Company is forced to transfer

employees due to layoffs or closing of a messhall, the Company shall keep employees on the same work shift. In the event all employees cannot be employed on their same shift, layoffs and shift changes shall be conducted in reverse seniority.

Section D. In the event the Company is forced to transfer employees on a temporary basis, whether for seventy-two (72) hours or to augment building #5000 during the summer months, the Company shall keep employees on the shift they usually work. In the event such employees cannot be employed on their same shift, shift changes will be conducted in reverse seniority.

ARTICLE XVIII

WAGES

Section A. The schedule of effective wage rates and job classifications for employees is set forth in Appendix "A".

Section B. Wages in Appendix "A" will be subject to an annual reopener. If any wage increases are agreed upon they will become effective as of the date specified in any resulting addendum to this Agreement.

Section C. The Company may pay probationary employees five percent (5%) less per hour as a training wage. All employees who complete their one hundred and twenty (120) day probationary period shall be compensated per Appendix "A" as herein provided.

Section D. Nothing in this Agreement is to preclude the award of merit pay increases for increased responsibilities and productivity, at the sole discretion of the Company on a case-by-case basis.

ARTICLE XIX

OVERTIME

Section A. Overtime rates of one and one-half (1-1/2) times the normal hourly rate of pay shall be paid for all work performed in excess of forty (40) hours per week.

Section B. No overtime will be worked except by prior direction of the proper supervisory personnel of the Company.

Section C. For overtime purposes the work week shall commence on Sunday at 0001 hours and shall terminate at 2400 hours on Saturday night.

Section D. Nothing herein shall be construed to require or permit the pyramiding of overtime pay.

Section E. A regular employee who has completed his shift, has left the Company property and is thereafter called for work prior to two (2) hours before his next scheduled shift, will be provided with four (4) hours of work or pay therefore at the applicable rate.

ARTICLE XX

HEALTH AND WELFARE

The Company shall pay the Health and Welfare benefits amount as set forth in Appendix "B" attached hereto.

ARTICLE XXI

VACATIONS

Section A. Employees shall be entitled to paid vacations as set forth in Appendix "D" attached hereto. Vacation pay for the upcoming year will be paid on the anniversary date of employee's date of hire.

Section B. Vacations will not be accumulated from year to year, nor taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he

will not forfeit his right to vacation pay. The employee may take his vacation in more than one (1) segment with the consent of the Company.

Section C. Vacations will be granted at times most desired by employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once assigned will not be canceled by the Company, except with the agreement of the employee.

Section D. Temporary layoffs or leave of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation. Such layoffs or leaves of absence shall, however, be counted toward the required year for each vacation period.

Section E. Employees will accrue vacation on a pro-rata basis in accordance with the schedule set forth in Appendix "D". Pro-rata means that an employee will accrue vacation on the basis of actual paid hours during the year divided by 2,080 (the full time equivalent number of hours). The calculation is made on the basis of "paid" as opposed to "worked" hours in order to keep from penalizing employees for taking their allocated vacation and sick days. Employees are paid for these vacation and sick days and will receive credit for them in the numerator of the above fraction. Once developed, this fraction is then multiplied by the appropriate number of weeks (forty [40] hours per week) as set forth in Appendix "D" to arrive at the total amount of accrued vacation pay due to a particular employee. An example of the vacation accrual computation will be available for the employees in the Project Office.

ARTICLE XXII

HOLIDAYS

Section A. Holidays for which every employee will be compensated at the hourly base rate are set forth in Appendix

"E" attached hereto. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the normal week preceding the holiday week, his holiday pay would be computed by taking three-quarters ($\frac{3}{4}$) of eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay.

Section B. Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the holidays fall on a non-working day, the employee shall either observe the holiday on the following working day or shall receive pay for their average number of hours worked in lieu of the observance above their normal compensation for work performed.

Section C. In the event that one of the holidays shall occur during the employees vacation, the employee will receive

holiday pay in accordance with other provisions of this Article XXII.

Section D. In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled workday immediately preceding the holiday and his regularly scheduled workday immediately following the holiday, unless excused by reason of illness or other good cause agreed upon by the Company.

Section E. Employees will receive holiday pay equal to the greater of (1) the amount computed using the formula set forth in Section A of this Article; or (2) the actual number of hours a given employee actually worked on a particular holiday times his base rate of pay.

ARTICLE XXIII

UNIFORMS

Section A. Proper uniforms will be furnished and laundered by the Company without cost to the employee; provided, however, that the Company may require or permit employees to launder and maintain uniforms furnished by the Company. When any employee is required or permitted to launder and maintain Company furnished uniforms, he will be compensated in accordance with the provisions of Appendix "F" attached hereto.

Section B. Employees shall not be compensated for laundering and maintaining Company furnished uniforms when the Company elects to provide the laundry and maintenance service and employees, for any reason, fail to turn in soiled uniforms to the Company as requested.

ARTICLE XXIV

SICK LEAVE

Section A. All employees of the Company shall be entitled to paid sick leave as set forth in Appendix "G" attached hereto.

Section B. Sick leave benefits shall not accumulate from year to year. All unused sick leave shall be paid to all regular employees of the Company at the end of each contract year.

Section C. Upon applying for paid sick leave benefits, an employee may be required to furnish the Company with a statement signed by a licensed physician, attesting to the employee's physical condition and duty status.

Section D. It shall be a condition of qualifying for accrued sick leave benefits that an employee call in to the Company as early as possible prior to his regular scheduled duty period, advising of his intention to take sick leave in order that the Company may adequately fill the temporary vacancy.

Section E. Employees will accrue sick leave on a pro-rata

basis in accordance with the schedule set forth in Appendix "G". Pro-rata means that an employee will accrue sick leave on the basis of actual paid hours during the year divided by 2,080 (the full time equivalent number of hours). The calculation is made on the basis of "paid" as opposed to "worked" hours in order to keep from penalizing employees for taking their allocated vacation and sick days. Employees are paid for these vacation and sick days and will receive credit for them in the numerator of the above fraction. Once developed, this fraction is then multiplied by the appropriate number of days (eight [8] hours per day) as set forth in Appendix "G" to arrive at the total amount of accrued sick leave pay due to a particular employee. An example of the sick leave accrual computation will be available for the employees in the Project Office.

ARTICLE XXV

PENSION

Section A. The Company's rate for contributions to the United Industrial Workers of North America Pension Plan shall be as set forth in Appendix "C" attached hereto. Hours worked for the purpose of this Section includes all hours paid for holidays, vacation, and sick leave, but shall not exceed forty (40) hours in any one week. This amount shall be remitted monthly for all employees employed by the Company who are covered under this Agreement.

Section B. Payments shall be remitted monthly to the Plans billing office and are due no later than the 15th day of each month for the previous month worked. Payments are to be accompanied by a written list showing the names and social security numbers of each employee and the number of hours worked. The Company's contributions to the Fund shall be held, managed, administered in accordance with the current Trust Document of the United Industrial Workers of North America Pension Plan, or as the Document may hereinafter be amended.

Section C. The Company agrees to furnish to the Plan all information as may be required by the Plan for the proper administration thereof. The Company's payroll and other pertinent records may be examined by the Union or the Plan, or their representatives on demand at any reasonable hour, after due notice.

Section D. By execution of this Collective Bargaining Agreement the Company becomes a party and subscriber to the Trust Agreement establishing the aforesaid United Industrial Workers of North America Pension Plan, as amended, and acknowledge receipt of a copy of such agreement, as amended.

Section E. Further, it is acknowledged that the Plan has the authority to establish procedures for the collection of contributions and for the recovery of delinquencies. Such measures may include, but are not thereby limited to, the right of the Plan to audit the financial records of the Company, the right of the Plan to re-evaluate employee's service credit during the period of delinquency and other available remedies implemented by the Plan's Trustees at their discretion.

ARTICLE XXVI

BEREAVEMENT LEAVE

Section A. The Company shall pay bereavement leave benefits as set forth in Appendix "H" attached hereto.

Section B. In instances of the death of a member of the immediate family of a regular employee occurring after the probationary period, the Company will, when required, grant a paid leave of absence to enable such employee to attend the funeral or otherwise assist in arrangements pertaining to the burial of such member of the family. However, such employee will be required to give proper notice to the Company in any event in order that the Company may obtain a temporary replacement.

Section C. The term "immediate family" shall mean only

the following: mother, father, sister, brother, spouse, children, in-laws, grandparents, grandchildren, aunts, uncles, nieces or nephews.

Section D. An employee taking leave under this Section shall provide appropriate evidence of death upon request of the Company.

ARTICLE XXVII

INDIVIDUAL CONTRACT

Section A. No employee shall be compelled or allowed to enter into any individual contract or agreement with his employer concerning the conditions of employment contained herein.

Section B. The Company agrees not to enter into any other Agreement or Contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XXVIII

NO STRIKE OR LOCKOUT

Section A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slowdown of operations.

Section B. During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

Section C. The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of this Agreement.

Section D. No employee covered by this Agreement shall be compelled to work with strike breakers or cross any picket lines approved by the Union where to do so would involve injury or threat to his person.

ARTICLE XXIX

EMPLOYEE INJURY

Section A. Any employee who is injured at work will be required to report said injury to the appropriate Supervisor and where appropriate, the employee will either receive first aid treatment at the Company's premises or be taken to a hospital or physician's office.

Section B. In the case of a building accident wherein the injured employee is prevented by an attending physician from returning to the remainder of his shift as evidenced by the attending physician's note to that effect, the employee shall be paid for a full regular shift at the appropriate rate.

ARTICLE XXX

SAFETY

Section A. The Union and the Company will jointly promote a safe working environment for employees.

Section B. The Union and the Company agree to the formation of a Safety Committee. The role of the Safety Committee will be solely advisory. The Safety Committee shall meet on regular basis. Each party will designate no more than four (4) representatives to the Safety Committee. Employee representatives will be afforded time off without loss of pay to participate in Safety Committee meetings for up to two (2) hours each per calendar quarter.

ARTICLE XXXI

GOVERNMENT REQUIREMENTS

Section A. The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign pri-

orities which the United States Government may exercise.

Section B. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement.

Section C. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union when immediate change is required by the United States' Government. The Company will notify the Union concerning the effects of any such change.

ARTICLE XXXII

GENERAL PROVISIONS

Section A. Alteration or Modification of Agreement. This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the parties hereto and must be in writing.

Section B. Record for Employees Leaving Company's Service. Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section C. Physical Exam for New Hires. Employees entering the service of the Company may be required to take a physical examination specified by the Company. Any time thereafter, an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave of absence.

Section D. Conformance with Service Contract Act. In the event the Department of Labor determines that wages and fringe benefits in this Agreement were not reached as a result of arms-length negotiations or are substantially at variance

with those prevailing for service of a similar character in the locality, then such wages and benefits shall be rendered null and void. In such event, the Company shall be obligated to pay the wages and fringe benefits specified in the appropriate Wage Determination issued by the Department of Labor.

Section E. Bargaining Unit Work. No manager or others not included in this bargaining unit shall perform the duties normally assigned to members in the unit except in emergencies, absenteeism and for purposes of instruction.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXXIV

TERMINATION AND RENEWAL

Section A. This Agreement shall be in full force and effect until September 30, 2001 and shall continue in effect from year-to-year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date, of its desire to terminate or modify such Agreement.

Section B. For the purpose of negotiating changes in economic matters, as well as changes in or the introduction of new fringe benefit programs, the parties shall meet on or about May 1 of each contract year, if the parties are unable to reach agreement by July 1 of each year, either party may terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS THEREOF, the parties hereto have executed
this Agreement this 10th day of October, 1998 .

American Service
Contractors, L.P.

United Industrial, Service,
Transportation, Professional
and Government Workers of
North America of the
Seafarers International Union,
Atlantic, Gulf, Lakes and
Inland Waters District,
AFL-CIO

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James D. Rice

Jerrica Smith
Janette Cole
Adam Roche

Amendment to the Collective Bargaining Agreement

The following two (2) pages contain the only changes to the current collective bargaining agreement between ASC and the UIW. These changes are to Appendix A, dealing with base wage rates and to Appendix B - the Health and Welfare benefit. These changes are intended by the parties to become effective October 1, 1999, through September 30, 2000.

For the UIW

Jessica Smith
Signature

Jessica Smith
Printed Name

6/22/99
Date Signed

For ASC

Bill Spencer
Signature

Bill Spencer
Printed Name

6/15/99
Date Signed

APPENDIX A

WAGE SCHEDULE

Classification	Per Hour Rate Effective 10/1/98	Per Hour Rate Effective 10/1/99
Mess Attendant	\$ 8.48	\$ 8.73
First Cook	10.37	10.67
Second Cook (Chief Cook)	12.12	12.47
Baker	12.12	12.47
Truck Driver	11.45	11.78
Cashier	8.48	8.73
Storeroom Clerk	9.25	9.52
Shift Leader	9.14	9.41

The above Wage Schedule is for all employees who have completed their probationary period who are employed under this Collective Bargaining Agreement.

APPENDIX B

HEALTH AND WELFARE

Effective: October 1, 1999

Health and Welfare contributions shall be paid on all hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one (1) week, and the payments per hour shall be as follows:

The Company shall pay one dollar and forty cents (\$1.40) per hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one (1) week.

This Health and Welfare contribution shall be paid to a trust fund as mutually agreed to by the Union and the Company. Such trust fund would secure health benefits from a health and welfare plan. Alternatively, this Health and Welfare contribution shall be paid by the company to a health insurance carrier as mutually agreed to by the Union and the Company.

When the parties agree, the Health and Welfare contribution shall be paid directly to the employees in order to allow the employees the opportunity to purchase the health care plan of their choice.

The parties agree that effective 10/1/98, the Health and Welfare contribution shall be paid directly to the employees.

APPENDIX C

PENSION

Effective: October 1, 1998

Pension contributions shall be paid on all hours worked, all hours paid for vacation, holidays and sick leave, not to exceed forty (40) hours per week, said payments being as follows:

The Employer shall contribute twenty-five cents (\$0.25) per hours worked, all hours paid for vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one (1) week. These contributions shall be paid to the United Industrial Workers — Defined Contribution Plan.

APPENDIX D

VACATIONS

Effective: October 1, 1998

After one (1) year of continuous service, one (1) week of vacation.

After two (2) years of continuous service, two (2) weeks of vacation.

After four (4) years of continuous service, three (3) weeks of vacation.

After seven (7) years of continuous service, four (4) weeks of vacation.

After ten (10) years of continuous service, five (5) weeks of vacation.

Length of service includes the whole span of continuous service with the present (successor) contractor whenever employed and with predecessor in the performance of similar work at the same Federal facility. Time worked will be construed to include hours paid for holidays and sick pay. In the event the employee elects to not take vacation time, vacation pay will not accrue to the following year's vacation pay.

APPENDIX E

HOLIDAYS

Effective: October 1, 1998

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.

APPENDIX F

UNIFORMS

Effective: October 1, 1998

All employees of the Company shall receive an allowance of fifteen cents (\$0.15) per hour worked when required to launder and maintain Company furnished uniforms. The term "per hour worked" shall apply to any hours worked in excess of eight (8) hours per day but not to exceed forty (40) hours per week.

APPENDIX G

SICK LEAVE

Effective: October 1, 1998

After one (1) year of continuous service each employee shall accrue sick leave at the rate of six (6) days per year. Time worked will be construed to include hours paid for holidays, vacations and sick pay but not to exceed forty (40) hours in any one (1) week. Unused sick leave pay will be paid in cash to employees at the end of each contract year (American Service's contract year with DOD).

An employee who resigns from employment shall be paid for all unused sick leave.

If an employee shows overt evidence of communicable diseases to include boils, infected wounds, open sores or acute respiratory infections, such employee will only be allowed to return to work if he or she has received written clearance from a medical physician.

APPENDIX H

BEREAVEMENT

Effective: October 1, 1998

In instances of the death of a member of the employee's immediate family, the Company will grant a paid bereavement leave of up to three (3) days per death. An employee will be granted up to a maximum of nine (9) bereavement leave days per year.

Such employee will be required to give proper notice to the Company in any event, in order that the Company may obtain a temporary replacement.

The term "immediate family" shall mean only the following: mother, father, sister, brother, spouse, children in-laws, grandparents, grandchildren, aunts, uncles, nieces and nephews.

An employee taking leave under this Section shall provide appropriate evidence of death upon request of the Company.

NOTES

ATTACHMENT VII-2

COLLECTIVE BARGAINING AGREEMENT (CBA)

BETWEEN

MOORES CAFETERIA SERVICES, INC.

AND

**INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU),
AFL-CIO**

AT CAMP LEJEUNE, NC. CBA ADDENDUM DATED JULY 30, 2001;

ADDENDUM

WHEREAS, M.C.S. MANAGEMENT, INC. (hereinafter referred to as the "Company") and INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION, AFL-CIO (hereinafter referred to as the "Union") have entered into a Collective Bargaining Agreement effective October 1, 2000 and;

WHEREAS, the Union has been duly designated by the Company's non-supervisory food service employees at Camp Lejeune, North Carolina as their Collective Bargaining Representative and;

WHEREAS, the aforementioned Collective Bargaining Agreement provides for the Company and the Union to negotiate wages and fringe benefits setting forth these economic terms;

NOW THEREFORE, it is hereby agreed as follows:

WAGES

	CURRENT:	EFFECTIVE: OCTOBER 1, 2001
COOK I	\$10.25	\$10.50
COOK II	\$ 8.75	\$ 9.00
BAKER	\$ 9.52	\$ 9.67
STOREKEEPER/SUBSISTANCE CLERK	\$ 8.75	\$ 9.00
FOOD SANITATION SPECIALIST	\$ 7.50	\$ 8.00
CASHIER/HEADCOUNT	\$ 7.09	\$ 7.35
FOOD SANITATION SPEC. SUPERVISOR	\$ 8.90	\$ 9.25
FOOD SERVICE WORKER/SALAD PREP.	\$ 7.50	\$ 7.75

HEALTH AND WELFARE

CURRENT:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of One Dollar and Thirty Nine Cents (\$1.39) per hour for all hours worked by each and every employee covered by this Addendum. Such contributions not to exceed Forty (40) hours per employee in any one week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Fund and the terms and conditions of the Plan created thereunder. Receipt of both documents is hereby acknowledged. In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPE Health and Welfare Fund.

SECTION C.

It shall be a condition of qualifying for paid Sick Leave benefits that an employee call the Company within Two (2) hours prior to their regular scheduled work period, advising of their intention to take Sick Leave, in order that the Company may obtain a temporary replacement.

SECTION D.

All unused Sick Leave benefits shall be paid in cash at the completion of each employee's anniversary date and shall not require a Licensed Physician's statement.

PENSION

CURRENT AND EFFECTIVE OCTOBER 1, 2001:

The Company shall contribute to the ITPE Pension Fund the sum of Twenty cents (\$.20) per hour for all hours worked by each and every employee covered by this Addendum whether or not he is a member in good standing of the Union. However the total number of hours per employee shall not exceed Forty (40) hours in any one week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund, and the terms and conditions of the Plan created thereunder, the Company agrees to be bound by any amendments to the aforesaid resolutions and other actions duly adopted by the Board of Trustees of the ITPE Pension Fund.

VACATION

CURRENT AND EFFECTIVE OCTOBER 1, 2001:

After One (1) year of service, One (1) hours of Vacation credit for each Fifty Two (52) hours previously worked.

After Three (3) years of service, Two (2) hours of Vacation credit for each Fifty (52) hours previously worked.

After Five (5) years of service, Three (3) hours of Vacation credit for each Fifty (52) hours previously worked.


Length of service includes the whole span of continuous service with the predecessor contractors in the performance of the same work at the same Federal Facility.

IN WITNESS WHEREOF, the parties have executed this Agreement this
30 day of July 2001.

INDUSTRIAL, TECHNICAL AND
PROFESSIONAL EMPLOYEES


CINDY L. DIEHM
ITPEU REPRESENTATIVE

M.C.S. MANAGEMENT
INC.


DANIEL V. MOORE
PRESIDENT

MIKE MOORE
CEO

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

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



William W. Gross
Director

**Division of
Wage Determinations**

**Wage Determination No.: 1993-0648
Revision No.: 5
Date of Last Revision: 07/18/2000**

This wage determination applies at the address(es) below:

Camp LeJeune, Onslow County, NC

Employed on U.S. Marine Corps mess attendant and full food services at Base Food Service Mess Hall.

Collective Bargaining Agreement between Moore's Cafeteria Services, Inc. and District No. 5-ITPE, NMU/MEBA (AFL-CIO) effective October 1, 1994 through September 30, 1997 and amended on August 11, 1999.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

ADDENDUM

WHEREAS, M.C.S. MANAGEMENT, INC. (hereinafter referred to as the "Company") and INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION AFL-CIO (hereinafter referred to as the "Union") have entered into a National Agreement effective October 1, 1997:

WHEREAS, the Union has been duly designated by the Company's non-supervisory employees at Camp Lejeune, North Carolina, as their Collective Bargaining Representative, and:

WHEREAS, the aforementioned National Agreement provided for the Company and the Union to negotiate wages and fringe benefits for each facility covered thereby and to enter into an Addendum setting forth these economic terms:

NOW THEREFORE, it is hereby agreed as follows:

WAGES

	CURRENT:	EFFECTIVE: OCTOBER 1, 1999:
COOK I	\$9.98	\$10.08
COOK II	\$8.33	\$ 8.53
BAKER	\$9.52	\$ 9.52
STOREKEEPER/SUBSISTENCE CLERK	\$8.33	\$ 8.53
FOOD SANITATION SPECIALIST	\$6.89	\$ 7.14
CHIEF/HEADCOUNT	\$6.89	\$ 7.09
FOOD SANITATION SPEC. SUPERVISOR	\$8.34	\$ 8.54
FOOD SERVICE WORKER/SALAD PREP.	\$7.09	\$ 7.29

HEALTH AND WELFARE

CURRENT:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of One Dollar (\$1.00) per hour for all hours worked by each and every employee covered by this Addendum. Such contributions not to exceed Forty (40) hours per employee in any one week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Fund and the terms and conditions of the Plan created thereunder. Receipt of both documents is hereby acknowledged. In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolution and other actions duly adopted by the Board of Trustees of the ITPE Health and Welfare Fund.

EFFECTIVE OCTOBER 1, 1999:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of One Dollar and Twenty Five cents (\$1.25) per hour for all hours worked by each and every employee covered by this Addendum. Such contributions not to exceed Forty (40) hours per employee in any one week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Fund and the terms and conditions of the Plan created thereunder. Receipt of both documents is hereby acknowledged. In addition, the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Plan, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPE Health and Welfare Fund.

VACATIONS

CURRENT AND EFFECTIVE OCTOBER 1, 1999:

After One (1) year of service, One (1) hour of Vacation credit for each Fifty Two (52) hours previously worked.

After Three (3) years of service, Two (2) hours of Vacation credit for each Fifty Two (52) hours previously worked.

After Five (5) years of service, Three (3) hours of Vacation credit for each Fifty Two (52) hours previously worked.

Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with the predecessor contractors in the performance of the same work at the same Federal Facility.

HOLIDAYS

CURRENT AND EFFECTIVE OCTOBER 1, 1999:

- | | |
|-------------------------------------|--------------------------|
| 1. NEW YEARS DAY | 6. LABOR DAY |
| 2. MARTIN LUTHER KING JR'S BIRTHDAY | 7. THANKSGIVING DAY |
| 3. WASHINGTON'S BIRTHDAY | 8. CHRISTMAS DAY |
| 4. MEMORIAL DAY | 9. EMPLOYEE'S BIRTHDAY |
| 5. INDEPENDENCE DAY | 10. EMPLOYEE'S HIRE DATE |

UNIFORM AND SAFETY EQUIPMENT

CURRENT AND EFFECTIVE OCTOBER 1, 1999:
NOT APPLICABLE

SICK LEAVE

CURRENT AND EFFECTIVE OCTOBER 1, 1999:

SECTION A:

Upon completion of employees probationary period, paid Sick Leave benefits shall be accruable on the basis of Four (4) days.

SECTION B:

Upon applying for paid Sick Leave benefits, an employee may be required, within Fourteen (14) days following an illness absence, to furnish the Company a certification from a Licensed Medical Physician.

SECTION C:

It shall be a condition of qualifying for paid Sick Leave benefits that an employee call the Company within Two (2) hours prior to their regular scheduled work period, advising of their intention to take Sick Leave, in order that the Company may obtain a temporary replacement.

SECTION D:

All unused Sick Leave benefits shall be paid in cash at the completion of each employee's anniversary date and shall not require a Licensed Physician's statement.

PENSION

CURRENT AND EFFECTIVE OCTOBER 1, 1999:

The Company shall contribute to the ITPE Pension Fund the sum of Twenty cents (\$.20) per hour for all hours worked by each and every employee covered by this Addendum whether or not he is a member in good standing of the Union. However the total number of hours per employee shall not exceed Forty (40) hours in any one week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Fund, and the terms and conditions of the Plan created thereunder. Receipt of both documents is hereby acknowledged. In addition, the Company agrees to be bound by any amendments to the aforesaid resolutions and other actions duly adopted by the Board of Trustees of the ITPE Pension Fund.

BEREAVEMENT LEAVE

CURRENT AND EFFECTIVE OCTOBER 1, 1999:

Employees will be allowed Three (3) day of paid Bereavement Leave computed on the basis of their average weekly straight time hours of work for the preceding Four (4) weeks in connection with the death of a member of the employee's immediate family.

The term "immediate family" as used herein is defined as consisting of the following members only:

SPOUSE, CHILDREN, PARENTS, MOTHER-IN-LAW, FATHER-IN-LAW,
SIBLINGS, GRANDPARENTS AND GRANDCHILDREN.

JURY DUTY

CURRENT AND EFFECTIVE OCTOBER 1, 1999:

SECTION A:

The Company will compensate employees called for Jury Duty, the difference their Jury pay and their regular straight time pay if such Jury service fall on the employee's regularly scheduled work day(s), up to a maximum of Five (5) days. The amount owed to an employee will be based on the employee's hours worked during the preceding week.

SECTION B:

Employees will be required to produce their Jury pay receipt in order to receive compensation as set forth in Section A above. Upon return from Jury Duty, an employee will be reinstated to his/her former or equivalent position of employment.

SECTION C:

If an employee is released from Jury Duty prior to the end of his/her scheduled work shift, the employee must call the personnel office or supervisor to determine whether or not to return to work for the remainder of his/her shift.

IN WITNESS THEREOF, the parties have executed this Agreement
this 11 day of Aug 1999.

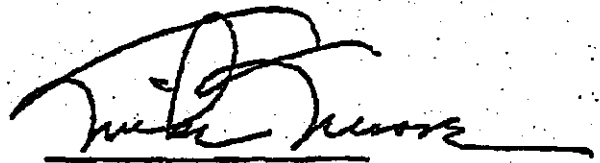
INDUSTRIAL, TECHNICAL AND
PROFESSIONAL EMPLOYEES UNION,
AFL-CIO.

M.C.S. MANAGEMENT
INC.


JOHN F. CONLEY
PRESIDENT


DANIEL V. MOORE
PRESIDENT


CINDY L. DIEHM
ITPE REPRESENTATIVE


MIKE MOORE
CHAIRMAN

AGREEMENT

BETWEEN

INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES

DIVISION OF

DISTRICT NO. 1 - NEBA/NMU, AFL-CIO

AND

MOORE'S CAFETERIA SERVICES, INC.

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ADDENDUM

PREAMBLE

THIS AGREEMENT is entered into by and between MOORE'S CAFETERIA SERVICES, INC., hereinafter referred to as the "COMPANY", and the INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES OF DISTRICT NO. 1 - MEBA/NMU, AFL-CIO, hereinafter referred to as the "UNION", as representative of all its non-supervisory employees, in the mutual interests of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

The term "employees covered hereunder" as stated above, shall only apply to those employees employed by the Company covered under the Service Contract Act.

This Agreement supersedes any and all prior Agreements between the Company and the Union.

ARTICLE I - UNION RECOGNITION

Section A.

The Company hereby recognizes the Union as the sole bargaining agent for all of its employees identified in the addendum. Supervisory employees, as defined by the National Labor Relations Act, and clerical employees are excluded from this Agreement.

Section B

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section C.

It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to evade the terms of this Agreement. The Company shall give a copy of this Agreement and any Addendum hereto to the Contracting Officer at every Base where this Agreement is applicable.

ARTICLE II - UNION SECURITY AND MEMBERSHIP

Section A.

It shall be a condition of continued employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing and those who are not members on the effective date of this Agreement, shall, on or after the thirtieth (30th) day following the effective date of this Agreement or the execution date, whichever comes later, become and remain members in good standing of the Union. It shall be a condition of continued employment that all employees of the Company covered by this Agreement and hired on or after its effective date or execution date, whichever comes later, shall on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

Section B.

Union Shop Provision to Take Effect if Prohibition Law Invalidated.

4

The provisions of Article II, Section A, shall be deemed to be of no force and effect in any state whose law governs this contract to the extent to which the making or enforcement of such provisions is contrary to statutes, constitutional amendment or the law of such state; provided, however, that whenever any such court of last resort having jurisdiction of such questions finds the state law to be invalid or inapplicable, the provisions of Section A above shall immediately thereupon be deemed to cover this bargaining unit or employees directly affected by such declaration of invalidity.

Section C.

If the provisions of Article II, Section A shall be deemed to be of no force and effect, the following shall govern:

Employees who are members of the Union on the date of execution of this Agreement, and employees who join the Union subsequent to the execution hereof, shall maintain their membership in the Union as a condition of continued employment during the term thereof.

Section D.

The Company will deduct from the wages of any employee covered by this Agreement said employee's dues, as a member of the Union, upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, and amounts deducted. The total remittances are to be made not later than fifteen (15) days after deduction. The Union shall advise the Company of the amount of dues and the manner in which the same shall be deducted. The amount so withheld, less any amounts due to any improper withholding shall be reported and paid to the Union monthly.

Section E.

Payment for employees' union membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.

Section F.

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

Section G.

The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will be prepared monthly and will show the name, Social Security number and address, job classification and hire or termination date of such employees who are hired or terminated during the month for which the list is prepared. This section is intended by the Parties only to facilitate union membership dues deductions and other union representation matters, and shall not be deemed to limit, in any way, the Company's rights to hire and terminate employees.

Section H.

The Company shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. Nothing in this contract, however, shall be construed to create an exclusive hiring hall arrangement, and the Company shall at all times be free to advertise and list said job openings from any sources available to the Company, including, but not limited to, employees employed by the Company at other locations of the Company or its franchises not covered by this Agreement.

Section I.

The Company shall be the sole judge of the qualifications of its employees, but shall give full consideration, without prejudice, to the members of the Union, provided they have the necessary qualifications. The Company's decisions to hire applicants and not to hire applicants shall not be subject to the grievance or arbitration procedures of this contract.

Section J.

The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security and Membership Article.

ARTICLE III - EQUAL OPPORTUNITY

Section A.

In accordance with the established policy of the Company and the Union, the provisions of the Agreement will apply equally to all employees hereunder regardless of sex, color, religion, age, race, creed or national origin. The Company and the Union also recognize the desirability of implementing the national policy of providing

equal opportunity to all persons and agree to work actively toward the implementation of that policy.

Section B.

There will be no discrimination against any employee on account of membership in, or activity in behalf of, the Union.

ARTICLE IV - ACCESS TO UNIT

Duly authorized representatives of the Union shall be permitted to investigate the standing of all employees and investigate conditions to see that the Agreement is being enforced, provided that no interview shall be held during the rush hours, or unreasonably interrupt the duties of any employee. The Company shall be notified by the Union representative before he shall take action with the person involved. The representative of the Union shall contact the highest ranking Company representative then present at the facility and inform him of the circumstances. The employer and the Union representatives shall conduct themselves in such a manner as to carry out the intent and spirit of this section.

ARTICLE V - PROBATIONARY PERIOD

Section A.

Every new or rehired employee shall be on probation for the first ^{NINETY 90} ~~thirty~~ (90) days of employment or re-employment.

Section B.

At any time during the probationary period, an employee may be discharged for any reason, any such employee so discharged shall not have the right to file a grievance or have other recourse to the grievance procedure.

ARTICLE VI - SENIORITY

Section A.

It is agreed that the Company and the Union will meet for the purpose of establishing a seniority list for all employees employed in the unit at the time of the signing of the Agreement. Said seniority list will be based upon official records of the Union, of the Company, its predecessors, and state and federal agencies. Not later than fifteen (15) days prior to the expiration of the Company's contract covering the base, the Company

shall furnish the Union and the successor contractor a list of all its current employees together with their dates of hire and the dates their last vacation was paid by the Company. The following Sections in this Article shall become applicable and shall be in full force and effect upon the establishment of the seniority list. In establishing the initial seniority list for employees at the time of the signing of this Agreement, employees transferred to the Base covered by this Agreement shall receive seniority in accordance with their tenure of service with the Company or its franchise as the case may be, regardless of where such service was performed. Other employees transferred to the Base covered by this Agreement by the Company to fill vacancies shall likewise receive seniority in accordance with their tenure with the Company or its franchise, as the case may be, regardless of where such service was performed. Seniority shall, for all purposes of this Article, be on the basis of job classification.

Section B.

In the event that the Company finds it necessary to lay off employees for any reason, other than disciplinary, such layoffs shall be on the basis of seniority, i.e., the employee on duty in the establishment where the layoff occurs having the shorter period of continuous service shall be laid off before any other employee having a longer period of continuous service. The Company shall recall such employees in the reverse order. Senior employees shall have preference of full-time employment at all times if equal distribution of work is impossible. Senior employees may, however, exercise their seniority rights by taking a job in a lower classification.

Section C.

Except as otherwise provided in Section A of this Article, seniority shall be measured from the date of the employee's initial hire at the Base with the Company or a predecessor employer engaged in providing similar services at the Base, provided there has been no break in the seniority under Section E of this Article. Employees shall have the right to select available work by seniority positions for which they are qualified. Each employee shall be given his work schedule as soon as practical after a schedule is published or revised.

Section D.

An employee shall lose his seniority upon his retirement, resignation or discharge for just cause. An employee will be considered to have resigned if he:

- (1) fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions recognized by the Company to be beyond the control of the employee and he reported such conditions as soon as possible;

- (2) is on layoff for a period exceeding one (1) year;
- (3) is absent from work for two (2) consecutive work days without properly notifying the Company of the reason for absence even though the reason for such absence is beyond the control of the employee; or in any event, fails to report for work as scheduled without such reason;
- (4) fails, while on layoff, upon notice from the Company that work is available, to report to the Company for work as soon as practical, but not later than seven (7) calendar days after the Company gave notice and provided that the employee notifies the Company within three (3) days of such notice that he will return to work within the seven-day period.

The Company fulfills its obligations under this Section by sending notice by telegram or by certified letter to the last known address of the employee. It is the obligation of the employee to keep the Company informed of his current address and telephone number.

Section E.

An employee who has occupied a position with the Company covered by this Agreement and who accepts a position with the Company in a classification not covered by this Agreement, will continue to accrue seniority for nine (9) months, after which period he shall retain his accumulated seniority, provided he remains in the employ of the employer.

ARTICLE VII - DISCHARGE

No employee shall be discharged without just cause, and all dismissals will be subject to the grievance procedure and arbitration clause. All reprimands and discharge notices shall be in writing and shall be signed by the Project Manager. Copies of the reprimand or discharge notice shall be given to the employee reprimanded and to the shop steward. Each reprimand shall be cancelled after one year. Three (3) reprimands may result in immediate dismissal. Theft, intoxication on the job, failure to perform work as directed, or illegal use of drugs may result in immediate dismissal regardless of the number of prior reprimands.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a claim or dispute by the employer or employee or the Union concerning the interpretation of the application of this Agreement or of any local addendum hereto.

Section B.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure.

Step 1: The employee who has a grievance shall discuss it with his direct supervisor either himself or through his steward. If the grievance is not settled at the Step 1 meeting, it may be appealed by the Union Representative to the Project Manager to Step 2 within five (5) days of the Step 1 meeting. Company grievances shall be processed beginning with Step 2.

Step 2: The Union Representative and the Project Manager will discuss the grievance. If the grievance is not disposed of to the satisfaction of the party filing the grievance in Step 2, the grievance may be appealed to Step 3 by the party or representatives of the party filing the grievance by filing a written appeal to the opposing party within seven (7) days after Step 2.

Step 3: Within seven (7) days after the appeal of the opposing party, the parties (the Company represented by the Company President or designated official. The Union represented by an official designated by the Union Chairman) will attempt to settle the grievance. The party being complained against shall render the party's decision within five (5) days of such meeting. If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by the Company or the Union lodging a written appeal with the other party within ten (10) days of receipt of such written decision.

Section C.

A grievance involving discharge of an employee shall be brought directly to Step 2 and must be filed in writing, by the grievant with the Project Manager within five (5) calendar days of discharge.

Section D.

A grievance not involving discharge shall be without effect unless filed in writing within five (5) days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance.

Section E.

Stewards shall be afforded time off without loss of pay to investigate, discuss and present grievances. Such time shall be kept at a minimum.

Section F.

At any step of the grievance procedure, the Company or the Union may designate a substitute for the official designated herein, other than persons who have previously participated in such grievance. The officially designated representative of either party may be accompanied by two (2) other persons at any step of the procedure except Step 1. The parties may mutually agree that further representatives may be present.

Section G.

The time limits set forth in this Article may be extended mutually in writing. Time limits are exclusive of Saturday, Sunday and recognized holidays.

ARTICLE IX - ARBITRATION

Section A.

Within ten (10) calendar days after the filing of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree within five (5) calendar days of that meeting upon the choice of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) calendar days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth remaining person shall thereupon be selected as the impartial arbitrator.

Section B.

Within ten (10) calendar days after the selection of the arbitrator, the parties shall enter into a submission agreement which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the disposition of the same with the notation that the parties could not agree upon a submission agreement.

Section C.

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator will render his finding and award in writing within fifteen (15) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of the Agreement.

Section D.

The fees of the arbitrator and necessary expenses, including transcript, if desirable, of any arbitration proceeding shall be borne equally by the Company and the Union except that each party shall pay the fees of its own counsel or representative. If an employee witness is called by the Company, the Company will reimburse him for time lost at his regular straight time base rate. If an employee witness is called by the Union or if an employee-grievant is present at the hearing, the Union will reimburse such personnel for time lost.

ARTICLE X - MILITARY LEAVE

Section A.

Employees entering the military or naval service, Red Cross, or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed in military leave of absence in accordance with the provisions of the Universal Military Training and Service Act, and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service, provided they are physically and mentally capable of working.

Section B.

An employee applying for leave under this Article will give the Company a ten (10) working days' notice prior to his reporting date, if possible.

ARTICLE XI - LEAVE OF ABSENCE

Section A.

After one (1) year's service, employees may be granted leaves of absence not exceeding one (1) year. Such leave of absence may be granted for restoration of health, medical, dental or other treatment, maternity leave, or employment by the Union, and shall not prejudice seniority status for purposes of layoffs and recalls.

Section B.

A leave of absence under this Article will not be considered employment time for seniority. For example, an employee works continuously for one (1) year and is granted a thirty (30) day leave of absence without pay. When the employee returns to work, he has one (1) years seniority.

Section C.

Upon return from a leave of absence, the employee will be returned to work for which he can qualify in his job classification on the basis of seniority.

Section D.

Any employee who engages in gainful employment without permission of the Company while on leave of absence shall be subject to discharge.

Section E.

All leaves of absence must be applied for in writing and if granted must be granted in writing by the Company.

Section F.

All leaves of absence shall be for a specific designated period of time, and an employee may return to work earlier than the specifically designed date for his return only with the consent of the Company.

ARTICLE XII - SHOP STEWARDS

Section A.

Shop stewards shall be designated by the Union from the group he or she is to represent, and the Union will notify the Company in writing of the duly designated shop steward at the Base with a copy of said notification to be sent to the Company's home office.

Section B.

The shop steward shall not interfere with the management of the business or direct any work of any employee, but may advise the Company of any violations of the Agreement and also notify the employee participating therein.

Section C.

Prior to leaving the work area, the shop steward will request permission from the supervisor which shall not be unreasonably denied. The shop steward will not leave the work area during rush hours.

Section D.

Shop stewards shall be entitled to top seniority at the facility to the fullest extent allowed by law.

Section E.

A telephone will be made available to the Shop Steward for the purpose of communicating with the Union. Such calls will be placed at no cost to the Company.

ARTICLE XIII - REST PERIODS

An employee who is scheduled to work for not less than four (4) continuous hours on a shift shall be entitled to one ten (10) minute unscheduled rest period during such shift, with permission from their immediate supervisor. The rest period shall not be taken at the beginning or end of the employee's shift, nor shall it be a continuation of the employee's lunch period. The rest period shall be taken as near as possible to the middle of each work period that exceeds four (4) hours, but shall not be taken during rush hours. For each additional four (4) hours an employee is scheduled to work, they shall be entitled to one ten (10) minute unscheduled rest period during such period of time. In no event shall any employee be entitled to more than two (2) ten (10) minute rest periods per eight (8) hour day.

ARTICLE XIV - LAYOFFS AND RECALLS

In the event of a reduction of forces, the Company will give reasonable notice of layoff, under the circumstances, to the employees with the least seniority, and will recall employees in the reverse order, such seniority to be by job classification. No new employees will be hired until all qualified laid-off employees have been recalled.

ARTICLE XV - WAGES

Section 1.

The schedule of effective wage rates and job classifications for employees is set forth in the applicable local addendum hereto.

Section 2.

Employees will be paid on the fifteenth (15th) day and last day of the month, and, if either day falls on a holiday or a weekend, the following business day will be the payday.

ARTICLE XVI - OVERTIME

Section A.

This Article is intended to define the payroll week and to provide a basis for computing overtime. This Article shall not be construed as a guarantee or a limitation on the hours of work per day or per week or as limiting the right of the Company to establish and change the number of shifts, the starting and ending time of shifts, and the number of hours of work per day or per week.

Section B.

An employee's "payroll day" shall consist of a 24-hour period beginning with the employee's scheduled starting time. An employee's "payroll week" is defined as seven (7) consecutive payroll days beginning Sunday 00:01 A.M. and ending Saturday 11:59 P.M.

Section C.

When the Company determines that work must be done on overtime, it will be authorized in advance by a supervisor. The Company will give as much notice of overtime as practicable. Overtime work will be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicable.

Section D.

Employees shall be paid for overtime hours worked as follows: All work performed by an employee in excess of (forty) 40 hours in his payroll week shall be considered overtime and will be paid for at one and one-half (1 and 1/2) times the employee's regular rate. Work in excess of (e.g. holiday pay, vacation pay) 16 hours in any calendar day will be paid at one and one-half (1 1/2 times the employee's regular rate.

Time paid but not actually worked shall not be considered as time worked for the purpose of calculating weekly overtime.

Section E.

There shall be no duplication or pyramiding of overtime.

Section F.

An employee whose overtime work period continues into his following work day will continue to receive overtime rates for all overtime so worked. If such overtime work period continues so that its termination falls within eight (8) hours prior to his resumption of work in the succeeding work day, he will receive one and one-half (1 1/2) times his hourly rate of pay for all time worked during his next regular work shift. The Company may, however, direct an employee to report for work after receiving eight (8) hours rest, and if such rest period extends into the employee's regular shift hours, he will receive no loss in his straight time base rate of pay.

Section G.

When an employee works beyond his regular shift, he will be entitled to a ten (10) minute rest period at the completion of his regular shift, and another such rest period at the completion of the tenth (10th) consecutive hour if he is required to work beyond ten (10) hours. On the same basis similar rest periods will be provided after each additional two (2) hours worked. Such periods will be scheduled as near to the appointed time as practicable, subject to requirements of the service.

ARTICLE XVII - HEALTH AND WELFARE

The Company shall pay the health and welfare benefits as set forth in the attached Addendum.

ARTICLE XVIII - VACATIONS

Section A.

Employees shall be entitled to paid vacations as set forth in the attached Addendum.

Section B.

Vacations will not be accumulated from year to year, nor taken back to back. If the Company consents, the employee may elect not to take his vacation, in which case he will receive pay in lieu thereof, on the anniversary date of his employment. The

employee may take his vacation in more than one segment with the written consent of the Company.

Section C.

An employee will receive an extra day's vacation or be paid an extra day's pay for a paid holiday which falls within his vacation period, in accordance with the provisions of Article XIX Holiday.

Section D.

Vacations will be granted at times most desired by employees in order of their seniority within their work shifts, but the final right as to allotment and scheduling of vacation periods is reserved to the Company in order to assure the orderly operation of its business. Except in cases of emergency, a vacation period once assigned will not be canceled by the Company except with the agreement of the employee.

Section E.

Temporary layoffs or leaves of absence during the year will not interrupt the continuity of service for the purpose of eligibility for vacation. Such layoffs or leaves of absence shall however, be counted toward the required year for each vacation period.

ARTICLE XIX - HOLIDAYS

Section A.

Holidays for which every employee will be compensated at the hourly base rate of pay are set forth in the attached Addendum. In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal work week bears to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example, if an employee worked thirty (30) hours during the normal work week preceding the holiday week, his holiday pay would be computed by taking $\frac{3}{4}$ ($\frac{30}{40}$) eight (8) hours and multiplying the resulting six (6) hours by his hourly base rate of pay. The term "normal work week," as used in this Section, shall refer to the week prior and closest to the week during which the holiday occurs.

Section B.

Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay. If any of the named holidays fall on a non-working day, the employees shall either observe the holiday on the following working day or shall receive pay for their normal compensation for work performed.

Section C.

In the event that one of the holidays shall occur during the employee's vacation, the employee will receive an additional day of paid vacation, unless the employee and the Company agree in writing that he may receive pay in lieu thereof.

Section D.

When the Company requires work on any shift on a holiday, the Company will first seek qualified volunteers for such work. If there are not enough volunteers for such work, the Company shall select qualified employees in reverse seniority to protect the work to be performed. However, if too many employees volunteer, the Company shall select qualified employees in order to perform the work.

Section E.

In order for an employee to qualify for a paid holiday, he must have worked his regularly scheduled work day immediately preceding the holiday and his regularly scheduled work day immediately following the holiday, unless excused by reason of illness, or other good cause.

ARTICLE XX - UNIFORMS

Uniform allowance shall be set forth in the attached Addendum.

ARTICLE XXI - SICK LEAVE

All employees of the Company shall be entitled to paid sick leave as set forth in the attached Addendum.

ARTICLE XXII - PENSION

The Company shall pay pension benefits as set forth in the attached Addendum.

ARTICLE XXIII - INDIVIDUAL CONTRACTS

No employee shall be compelled or allowed to enter into any individual contract or agreement with the Company concerning the conditions of employment contained herein.

ARTICLE XXIV - NO STRIKE - NO LOCKOUT

Section A.

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

Section B.

During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

Section C.

The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement.

ARTICLE XXV - EMPLOYEE INJURY

An employee injured during working hours shall receive the rest of the day off without loss of pay, provided that the injuries are such that a doctor orders the employee not to return to work. Such time off shall not be charged against the employee's accumulated sick leave.

ARTICLE XXVI - GOVERNMENT REQUIREMENTS

The Union agrees to cooperate with the Company in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent the Company from unilaterally changing any term and condition of employment established by this contract or otherwise where immediate change is required by the United States Government. The Company will, however, negotiate with the Union concerning the effects of any such change.

ARTICLE XXVII - GENERAL

Section A.

This Agreement, when accepted by the parties hereto and signed by the respective representatives thereunto duly authorized, shall constitute the sole agreement between them involving the employees covered by this Agreement. Any alteration or modification of this Agreement must be made by and between the parties hereto and must be in writing.

Section B.

In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining provisions of this Agreement and the local Addendum.

Section C

Any employee leaving the service of the Company will, upon request from the employee, be furnished with a letter setting forth the Company's record of his job classification, stating his length of service and beginning and ending rate of pay.

Section D.

Employees entering the service of the Company must be required to take a physical examination specified by the Company. Any time thereafter, an employee may be subjected to further physical examinations during the course of his employment or recall to service after layoff or leave of absence.

Section E.

The Company shall provide bulletin board space at each facility for use by the Union.

Section F.

Company payroll records with respect to any employee in the unit whose pay is questioned will be provided upon request of the Union within a reasonable period of time, except for payroll records with respect to the current period with respect to such an employee, which may be examined by the Union upon request during business hours.

ARTICLE XXVIII - MANAGEMENT RIGHTS

Section A.

Except to the extent explicitly and expressly abridged by a written provision of this Contract, the Company reserves and retains, solely and exclusively, all of its common-law rights to control, manage and operate the business, as such rights existed prior to the Union becoming the representative of the employees in the bargaining unit. Neither the failure of the Company to exercise any power, function, authority or right reserved or retained by it, nor the exercise of any power, function, authority or right in a particular way, shall be deemed a waiver by the Company to exercise such power, function, authority or right, or to preclude the Company from exercising the same in some other way not in conflict with the written provisions of this Contract.

Section B.

Illustrative, but by no means inclusive, of the rights retained by the Company to determine and exercise, the following rights: the full control, management and operation of its business and its plant; the right to establish practices and procedures for the conduct of the business; the determination and scope of its activities, its customers, the products to be sold, processed or manufactured, and the methods pertaining thereto; the scheduling of operations and work hours, days, and shifts of operation, including overtime; the location, size and number of all plants, departments or manufacturing facilities; the determination of size and character of inventory; the determination of financial policy, including accounting procedures, prices of goods sold and customer relations; the determination of materials, parts, products, services, machinery and equipment to be acquired, utilized or discontinued, and the layout and scheduling thereof; the determination of quality and production standards; the right to introduce new, improved or different production, maintenance, distribution procedures, methods, processes, facilities, machinery, services and equipment or to make other changes to promote efficiency, or to make technological changes; the right to maintain order, discipline, efficiency and safety, and enforce rules and regulations pertaining thereto; the right to determine the amount of work needed; the right to layoff, promote or transfer employees (temporarily or permanently); the right to discipline, suspend, demote or terminate employees for just cause; the right to determine the number of employees in any department, classification or division thereof, the assignment of duties thereto, the hours to be worked in any day, week or shift, the manning of equipment, and the right to change, increase or reduce the same; the right to require employees, upon just cause, to take physical examinations or drug/alcohol tests as required by federal regulation by a physician or laboratory designated by the Company, and to rely on such tests and examinations to determine the capacity to perform

assigned tasks; the right to direct and control the work forces, including, but by no means limited to, being the sole judge of applicants for employment, their qualifications, fitness in hiring or transfer or refusal to hire; the determination as to where or when training on a particular operation or job is required, how much training is required and the right to retrain employees.

Section C.

Any dispute as to whether any matter is governed by this Management Rights Article shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XXIX - DURATION

Section A.

This Agreement shall become effective October 1, 1991 and shall continue in full force and effect through September 30, 1994 and shall renew itself each successive year thereafter, unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.

Section B.

For the purpose of negotiating changes in wages, group insurance contributions, sick leave, vacation and holidays, as well as changes in or the introduction of new fringe benefit programs, the parties shall meet on or about February 1st of each contract year. If the parties are unable to reach agreement by April 1 of each year, either party may terminate this Agreement upon ten (10) days written notice to the other party.

ATTACHMENT X

MEMORANDA OF UNDERSTANDING

USMC AND DEFENSE SUPPLY CENTER – PHILADELPHIA

USMC AND COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERELY DISABLED

In order to view the document(s) cited above in electronic format follow the instructions below to access the documents on the Headquarters, Marine Corps website. You will also need to have Acrobat Reader software on your machine in order to open the files on the website.

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<http://www.hqmc.usmc.mil/LBWeb.nsf/MainB?OpenFrameset>

[..\Linked documents\AT X-MOU-EC-WC.pdf](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U. S. MARINE CORPS AND
THE COMMITTEE FOR PURCHASE FROM PEOPLE
WHO ARE BLIND OR SEVERELY DISABLED
REGARDING**

**THE PLACEMENT OF MARINE CORPS FOOD SERVICE REQUIREMENTS ON THE
PROCUREMENT LIST UNDER THE JAVITS-WAGNER-O'DAY ACT**

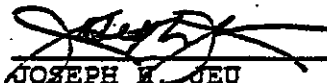
1. The purpose of this Memorandum of Understanding is to document agreement on a framework for the acquisition of Marine Corps food service requirements under the Javits-Wagner-O'Day (JWOD) Program, in order to facilitate the regionalization of Marine Corps food service contracts.
2. The Marine Corps acquisition plan consolidates current food service contracting into two regional efforts, with one contract for East Coast bases and one contract for West Coast bases. The Marine Corps is now in the final process of drafting the statements of work and anticipates that the solicitations will be released prior to 1 November 1999, with a target award date of 15 June 2000 for both contracts and performance scheduled to begin 1 October 2000.
3. In order to finalize clear statements of work suitable for competition, and to assist offerors in their efforts to develop realistic proposals, the Marine Corps must articulate all Government requirements, to include constraints placed on offerors in formulating their subcontracting plans. The statements of work must make clear to offerors the number and locations of messhalls which are set aside on the Procurement List for JWOD Non-Profit Agencies (NPAs), as well as the nature of the services to be performed by those agencies at each location. In doing so, we will stabilize this element of the competitive process and streamline contract management for the life of the initial regional contracts.
4. It is therefore agreed that the solicitations and resultant contracts will contain provisions mandating that the messhalls set forth on the attached list, with the associated types of services stated, will be set aside to be subcontracted to JWOD NPAs. In addition to the nine messhalls currently serviced by JWOD NPAs, the attachment reflects the prospective placement of nine more Marine Corps messhalls on the Procurement List, for a total of 18.

5. It is understood and agreed that 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 on the attachment will have Mess Attendant functions performed by the JWOD nonprofit agency. When the messhall listed on the attachment has been placed on the Procurement List as a full food service location, those food preparation functions that can be performed by persons with severe disabilities will be subcontracted to the nonprofit agency. Management responsibilities normally associated with the term full food service may, at the discretion of the prime, also be subcontracted to the nonprofit agency. The Committee, in consultation with NISH and the Marine Corps, will resolve any concerns regarding the capabilities of the nonprofit agency.

6. It is also agreed that, should the Marine Corps desire additional messhalls be placed under JWOD coverage during the term of the contract, beyond the 18 cited, the parties may agree to place such messhalls on the Procurement List. The Committee for Purchase from People Who Are Blind or Severely Disabled and the United States Marine Corps agree that, effective immediately, any additional Marine Corps messhalls placed on the Procurement List will not be performed by a designated JWOD NPA until the conclusion of the initial contract period and option years, unless the Marine Corps or the prime contractor requests NPA performance prior to the end of the initial contract and option years.



BEVERLY MILLMAN
Executive Director
Committee for Purchase from
People Who Are Blind or
Severely Disabled



JOSEPH E. JEU
Head, Services Branch
Facilities and Services Division
Installations and Logistics
Department

10/7/99

Date

OCT 5 1999

Date

USMC MESSEHALLS CURRENTLY OPERATED BY NISE


<u>LOCATION</u>	<u>SERVICES PROVIDED</u>	<u>CONTRACTOR</u>
MCB QUANTICO		FAIRFAX OPPORTUNITIES UNLIMITED
Messhall 2000	Full Food Service	
Messhall 27219	" " "	
Messhall 24002	" " "	
Messhall 2109	" " "	
Messhall 24165	" " "	
MCAS NEW RIVER		COASTAL ENTERPRISES
Messhall 4012	Mess Attendant Services	
MCAS CHERRY POINT		CETC EMPLOYMENT OPPORTUNITY INC.
Messhall 3451	Mess Attendant Services	
HQBN HENDERSON HALL		FAIRFAX OPPORTUNITIES UNLIMITED
Messhall 25	Full Food Service	
MCAS BEAUFORT		GOODWILL INDUSTRIES OF LOWER SOUTH CAROLINA
Messhall 442	Mess Attendant Services	

USMC MESSEHALLS BEING CONSIDERED FOR PROCUREMENT LIST

<u>LOCATION</u>	<u>SERVICES PROVIDED</u>
CAMP ALLEN	
Messhall MCA 602	Full Food Service
MARINE CORPS BARRACKS; 8 TH & I STREETS, SE; WASHINGTON, DC	
Messhall (Unnumbered)	Full Food Service
MCRD SAN DIEGO	
Messhall 620	Full Food Service
Messhall 569	" " "
MCB CAMP PENDLETON	
Messhall 31611	Full Food Service
Messhall 210702	" " "
Messhall 62502	" " "
Messhall 53502	Mess Attendant Services
Messhall 22186	" " "

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U. S. MARINE CORPS AND
THE DEFENSE SUPPLY CENTER PHILADELPHIA**

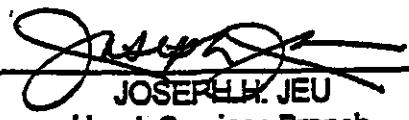
1. The purpose of this Memorandum of Understanding is to document agreement on the ability of Marine Corps regional food service contractors to procure subsistence from DSCP. In addition, DSCP will authorize the use of DSCP's Food Service equipment Prime Vendor and the use of the SPV contract for non-food products.
2. The Marine Corps acquisition plan consolidates current food service contracting into two regional efforts, with one contract for East Coast bases and one contract for West Coast bases. The Marine Corps is now in the final process of drafting the statements of work and anticipates that the solicitations will be released January 2000, with a target award date of July 2000 for both contracts and performance scheduled to begin October 2000.
3. In order to finalize clear statements of work and to ensure receipt of realistic offers with maximum competition, the Marine Corps must articulate all Government requirements, to include the sourcing of subsistence. The statements of work must make clear to offerors the mechanism by which they may procure subsistence through a Government contract and the financial implications of such an approach. In doing so, we will remove any question as to the legality of private contractors utilizing Government procurement contracts, and clearly define the costs associated with doing so.
4. It is therefore agreed that the solicitations and resultant contracts will contain provisions requiring the offerors to utilize DSCP Prime Vendor as the mandatory source of food products under the regional food service competitions. Market ready items, normally obtained through local purchase, continue as authorized exceptions to the DSCP sourcing requirement.
5. DSCP will revise the Subsistence Prime Vendor (SPV) Contracts to address the change in workload and obtain reduced distribution fees, estimated to be an 8-10% reduction, for the products provided under this program. Additionally, DSCP will provide monthly reports on savings obtained under the National Allowance Program and under any other central programs completed for the Marine Corps. DSCP will provide a contract specialist at no cost to the Marine Corps to assist in the contract process.
6. It is also agreed that use of the DSCP Prime Vendor Contracts, by Marine Corps contractors acting in accordance with the provisions of the Regional Mess Contracts, will not directly result in the obligation of government subsistence funds. The resultant Regional Mess contractors will reimburse DSCP directly for any food obtained under their contracts.



CAPT DOUG SWEENEY, SC, USN
Commander, Subsistence Field Activities
and Director, Subsistence
Defense Supply Center Philadelphia

2/1/00

Date



JOSEPH H. JEU
Head, Services Branch
Installations and Logistics Department
Headquarters, U.S. Marine Corps

JAN 19 2000

Date

ATTACHMENT XI

EAST COAST BASE/STATION MARKET- READY ITEM MATRIX

In order to view the document(s) cited above in electronic format follow the instructions below to access the documents on the Headquarters, Marine Corps website. You will also need to have Acrobat Reader software on your machine in order to open the files on the website.

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<http://www.hqmc.usmc.mil/LBWeb.nsf/MainB?OpenFrameset>

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EAST COAST BASE/STATION MARKET-READY ITEM MATRIX

COMMAND	ITEM	DSCP (Via STORES)	LOCAL SOURCE	PHONE NUMBER	CONTRACT NUMBER
8 TH AND I WASH, DC	Carbonated Beverages	N/A	Pepsi	301-967-4684	M6702-00-M-0118
	All other items through DSCP/STORES	X	N/A	N/A	N/A
HENDERSON HALL, ARL, VA	Carbonated Beverages	N/A	Coca-Cola	404-676-4007	M67353-00-M-0002
	All other items through DSCP/STORES	X	N/A	N/A	N/A
QUANTICO, VA	All items through DSCP/STORES	X	N/A	N/A	N/A
NORFOLK, VA	Carbonated Beverages	N/A	Coca-Cola	800-919-4313	M67355-00-M-0076
	All other items through DSCP/STORES	X	N/A	N/A	N/A
CHERRY POINT, NC	All other items through DSCP/STORES	X	N/A	N/A	N/A
	Carbonated Beverages	N/A	Coca-Cola	404-676-7454	M00146-98-D-0007
	Bagels	N/A	Box Office Bagels	252-354-5150	M00146-00-M-0006
CAMP LEJEUNE, NC	Bagels	N/A	Box Office Bagels	252-354-5150	M67001-00-M-0001
	Carbonated Beverages	N/A	Pepsi	800-757-3774	M67001-98-B-0009
	All other items through DSCP/STORES	X	N/A	N/A	N/A
BEAUFORT, SC	All items through DSCP/STORES	X	N/A	N/A	N/A
PARRIS ISLAND, SC	All items through DSCP/STORES	X	N/A	N/A	N/A

* Market-Ready items procured through DSCP are dairy, bread and ice cream products.

ATTACHMENT XII

PRE-AWARD QUESTIONS AND ANSWERS

PRE-AWARD QUESTIONS AND ANSWERS

1. Q: Please clarify the number of proposals required. Standard Form 33 indicates Original and 6 copies. L.8.4 indicates 6 copies of Technical and Price proposals. Is it 6 or 1 original plus 6?

A: The number of proposals required is one original and six copies each of the Technical and Cost proposals. We will revise L8.4 to bring it in line with the SF33.

2. Q: B.3.3 - CLIN'S for Preventive Maintenance (PM) - Are we to provide one monthly fixed rate to provide PM for all messhalls included in the solicitation?

A: Yes, a single total monthly PM rate is required.

3. Q: B.3.4.3 - CLIN's for repair parts. Are all of these CLIN's to be left blank?

A: Yes, leave all dollar amounts for Repair Part CLINs blank.

4. Q: Page C1EC4 of 21 - Various references to other proposal sections appear to be incorrect:

C1.5.1.1-6. - Refers to Section C1.7 for training. C1.7 is Safety Compliance

C1.5.1.1-7. - There is no C.4.1.7

C1.5.1.1.1 - Second paragraph refers to C4.4.1 which is incorrect

A: Training requirements are listed in paragraph C1.5.1.1.2 on Page C1EC5 of 21 vice C1.7.

C1.5.1.1-7 - reference to paragraph C4.1.7 is being deleted.

C1.5.1.1.1 - the correct paragraph reference should be C4.1

5. Q: C1.5.1.1.2 Employee Training. What are the Technical Proposal Requirements for this area? Is this covered under C1.5.1.1 number 6?

A: There are no Technical Proposal Requirements for the area of Employee Training. Paragraph C1.5.1.2 on Page C1EC5 of 21 lists all specific training requirements that the Offeror must successfully meet. Addressing the Technical Requirements issue in general, if a paragraph/section of the RFP **does not** contain a specific Technical Proposal Requirement subparagraph identified by an (*) then there are no specific responses required by the Offerors for that service or requirement. Refer to paragraph L.8.3 of Section L, page L-10 (of 17) for additional instructions.

6. Q: C1.5.1.3 Contractor's Quality Control Plan - The Performance Requirement Summary (PRS) to be included as Technical Exhibit 1 (TE1a-TE1c) are critical to developing our plan. Please issue as soon as possible.

A: Technical Exhibit 1 (TE1) - Performance Requirements Summaries (PRS's) will be released as an amendment at a later time. Although PRS's are capsulated versions of contract requirements and could be viewed as relating to an Offeror's Quality Control (QC) Plan, emphasis on the plan criticality should focus on Section C of the RFP for the Offeror's QC Plan development and not solely on the PRS's.

7. Q: C1.5.1.4.2.1 - We understand that there have been discussions about the issue of contract status and end of contracts at several base locations. Please provide any changes from what was published.

A: Contract expiration dates and contractors different from those cited in C1.5.1.4.2.1 are as follows:

Camp Pendleton	- Speedy, TMI and/or	
	Moore's Cafeteria Services	30 SEP 2000
29 Palms	- DEW Management Services	30 SEP 2000
Yuma	- Blackstone Consulting, Inc	30 NOV 2000

8. Q: We are certain that there will be updated information forthcoming on how the Small Business Plan needs to be addressed as required in C1.5.2.

A: See answer to Question #106.

9. Q: Are there any Technical Proposal Requirements for C1.7 through C1.22? If not listed as response requirements, do we have to address and acknowledge these paragraphs?

A: Offeror's do not have to specifically address how they will fulfill RFP paragraphs without Technical Proposal Requirements identified by an asterisk. However, the Offeror must acknowledge that they fully understand and will successfully comply with all stated requirements including those without specific Technical Proposal Requirements. Refer to answer to Question #5 above for more information.

10. Q: C3.5.1 - for M&MA Messhalls Matrix (Section C5B) - Page C3EC5 of 9. Does the contractor slice deli meats? What sanitation and housekeeping tasks do Marine Cooks perform in the kitchen, i.e. counters, floors, equipment, etc?

A: As annotated in the matrix for the contractor to perform, "Deli Bar menu item preparation and replenishment" **does** include slicing of deli meats and is the responsibility of the Contractor. Regarding M&MA Messhall Matrix (Section C5B) Marine cooks working in M&MA messhall galleys and other food prep areas will be responsible for cleaning counters, floors, equipment, etc.

11. Q: C4.1.1- Mandatory Use of Government-Furnished Subsistence Sources. Based on this requirement, we will need to be fully briefed on the Prime Vendor Program, as managed by DSCP, and receive all product listings and current pricing from all regional contracts, as well as the same on fresh fruits and vegetables from Defense Subsistence Offices, etc. Please provide information on any markups/changes from DSCP or other agencies.

A: DSCP will provide Prime Vendor and Defense Subsistence Office (DSO) subsistence pricing and information for this RFP. DSCP provided a brief and points of contact during the pre-proposal conference and DSCP will follow-up with appropriate pricing catalogs upon request.

12. Q: Will there be a provision for the contractor to source "advance food technology" products from suppliers and/or centralized production facilities and resources that are not currently in the Prime Vendor Program?

A: Yes. If offerors identify products from producers not currently in the Prime Vendor program, those items can be added to the Prime Vendor catalog, or, if applicable, they may be part of the market ready items procured independent of the Prime Vendor program.

13. Q: C5.12-General Service Tasks for All Specialty Bars. Throughout this section (C5.12.1.1 - C5.12.1.11) there are sections that have Technical Proposal Requirements and others that don't. Please clarify required responses. Also some parts of C5.12.1.4 for Taco Bar Service do not apply and/or are mislabeled.

A: Refer to Technical Proposal Requirement response provided at Question #5, above. In reference to C5.12.1.4 for Taco Bar service, the Government will provide corrected Taco Bar service paragraphs in a forthcoming amendment.

14. Q: What is the evaluation expectation for providing responses for several different paragraphs and/or sections that ask for the same or similar information. For example, C5.8.1 on page C5EC 5 of 37 and C5A.4.1 on page C5AEC2 of 6 ask for the same responses. There are several additional similar requirements. What are we required to do?

A: Technical Proposal Requirement responses for several different paragraphs and/or sections that address identical requirements may be handled in either one of two ways. As an example, the offeror may begin the Technical Proposal Requirement response by stating "The following Technical Proposal Requirement response applies to both paragraphs C5.8.1 and C5A.4.1". Or, secondly, the offeror may choose to address each one separately. Either way is acceptable to the Government and will be evaluated identically. Omitted or less than satisfactory responses will, of course, be evaluated/scored accordingly.

15. Q: Pages H-3 and H-4 - Not all NISH designated messhalls are identified.

A: The list of messhalls designated for NISH services are updated in revised paragraph H.5, attached.

16. Q: Attachment VII - Collective Bargaining Agreements - The agreement for the union at Camp Lejeune does not include an addendum with wage rates as page 15 indicates.

A: The addendum is attached.

17. Q: L.9 on page L-11. - Volume I, is an original plus one copy required? Is a completed DD Form 1707 required to be submitted? Other than Section K (Reps & Certs), what is Contract Administration Data, referred to in this paragraph?

A: Original (no additional copies) sufficient. The SF33 and Section K are the executed documents required. The 1707 need only be completed and returned if the firm is not submitting a proposal (see instructions at top of form).

18. Q: L.11.2.1.1.1-Subsistence Sourcing Plan. Are the requirements of the paragraph still valid based on the required use of Prime Vendor Program through DSCP and other Government purchasing programs?

A: Each offeror must provide a Subsistence Sourcing Plan under the provisions listed in the RFP. The Government understands that the sourcing of subsistence and fresh fruits and vegetables through DSCP is somewhat of a moot point. However, the Contractor must still source locally procured (market ready items) either regionally or locally and provide an entire plan encompassing all aspects of subsistence sourcing. Additionally, the plan shall address issues such as subsistence quality and transportation/distribution processes.

19. Q: Messhall 31611 - The Weekend Headcount TE - Only reflects 2 meal periods when 3 meals are listed in hours of operations. The Weekend Headcount TE - The totals given are more like a daily average vs a monthly average.

A: Messhall 31611 serves two categories of customers: recruits who receive three meals a day, seven days a week; and permanent personnel, who eat breakfast brunch and dinner brunch on weekends. The meal totals given in TE2 for this messhall are correct, as there are limited numbers of permanent personnel assigned who only eat the breakfast/ brunch or dinner/brunch.

20. Q: Field Feeding TE - There is an off-site "warrior breakfast" every Thursday not captured - this requirement is quite extensive and must be clarified. - Who sets up tents? Vehicle requirements? Travel times? Menu requirements? Dishware?

A: Contractors are only required to cook and prepare the meals/food for transport to include proper packaging for shipment. The Government is responsible for transportation of the meals/food, serving of food, and preparation of the field messing site. Contractor personnel are not required to perform service tasks at remote field sites.

21. Q: Field Feeding TE - There are requirements for box lunches/field messing not indicated

A: Every messhall may be required to provide box lunches and prepare meals for transport to the field. Normally, those meals are counted as regular meals fed, and not recorded separately. Because of that policy, some messhalls are unable to provide a historical record of box lunches and field meals served.

22. Q: Marine Corps cook phase out - We need a detailed plan of what role/duties they will perform and actual dates phased out (i.e. Aug 2001 - 10 cooks gone, Sept 2001 - 11 more, etc.)

A: All Marine cooks will be withdrawn from each individual messhalls within 90 days after the Contractor begins service in that messhall. Under no circumstances will Marines remain in full food service messhalls longer than 90 days from Contractor start-up at the messhall.

23. Q: Messhall 53502 - Listed as Bldg. 33502 in Section C1 page 8 and Listed as Bldg 33502 in the Marine Corps manning phase out.

A: These are two different messhalls. Additionally, Messhall 33502 will be replaced with Messhall 33302, which are the same size, square footage and configuration as Messhall 33502.

24. Q: Field Feeding TE - There are requirements for box lunches/field messing not indicated. Messhall 62502 - Listed as FFS on JWOD set-aside sheet, but M&MA on TE.

A: Part 1 answered in Question #21, above. Messhall 62502 is an M&MA messhall.

25. Q: Field Feeding - There are requirements for box lunches/field messing not indicated. Messhall 22186 - Presently has a midnight meal not listed and is not sure if requirement will be present in Oct 2000.

A: Part 1 answered in Question #21, above. Messhall 22186 is currently providing this support due to Messhall 2403 being closed for renovation. However, Messhall 2403 is scheduled to re-open (Oct/Nov 00) before the contract start date.

26. Q: *Field Feeding TE - There are requirements for box lunches/field messing not indicated. Messhall 210702 - Hours of operation - Meal/Actual.*

A: Part 1 answered in Question #21, above. Hours have been verified with Camp Pendleton and remain as originally identified in the RFP (TE2).

27. Q: *Field Feeding TE - There are requirements for box lunches/field messing not indicated. Messhall 569 - Headcount TE - No counts for weekend feeding.*

A: Part 1 answered in Question #21, above. Messhall 569 is a recruit training messhall and therefore serve three meals a day, seven days a week unlike non-recruit messhalls. Recruit headcounts differ very little from weekdays to weekends.

28. Q: *Marine Corps cook phase out - We need a detailed plan of what role/duties they will perform and actual dates phased out (i.e. Aug 2001 - 10 cooks gone, Sept. 2001 - 11 more, etc.)*

A: Previously answered in Question #22, above.

29. Q: *We would like a headcount range that would dictate the amount of decks required (i.e. 50,000 and below = 2 decks/1 scullery).*

A: Messhall managers open and close serving lines and mess decks (dining areas) as required to support the command training schedule. No historical record exists of these schedule changes. This is a situational response to headcounts and patron flow and is at discretion of the Mess Managers based upon a number of logistical support factors. Contractors will have the same latitude to close serving lines and mess decks as the situation dictates as long as patron flow rates stated in the RFP/contract are maintained and customer service is not compromised.

30. Q: *We can economically price this by decks if a history/guidance could be provided.*

A: Previously answered in Question #29, above.

31. Q: *Messhall 620 - Marine Corps cook phase out. We need a detailed plan of what role/duties they will perform and actual dates phased out (i.e. Aug. 2001 - 10 cooks gone, Sept. 2001 - 11 more , etc.)*

A: Previously answered in Question #22, above.

32. Q: *There is a requirement for outside Bar-B-Q facility every Thursday during the summer months not captured in the TE.*

A: This is usually an outside cooking medium, although in some cases, the entire meal may be served outdoors. If the requirement is not captured in the TE or Section C6 of the RFP, it does not exist. Commands have come to enjoy and expect such "extra" or "special" services from their traditional Marine-managed messhalls. Under the contracting scenario, Commanders and contractors will have to negotiate the "special" services. In many cases, simply cooking or serving outside may not be more costly, as it only replaces the normal inside dining service. These "special" meals usually draw larger crowds. Since this contract is priced per meal served, such special services may be an advantage to the Contractor by the larger headcounts.

33. Q: Section C5.2 Minimal manning (management) language - how will this be addressed in the amendment?

A: There is no mention in this Amendment of minimal management language. The current RFP states the requirement.

34. Q: Equipment maintenance starts after 12 months - is there a contract in place that will provide equipment maintenance and repair during this time frame?

A: With the exception of 29 Palms, CA, which has a separate maintenance contract, there are no existing Government contracts for Maintenance and Repair (M&R) of Food Preparation and Serving Equipment (FPSE). The Government will continue to maintain the equipment with in-house resources until such time as the Contractor transitions to the maintenance and repair of FPSE. The Contractors FPSE M&R responsibilities will begin in FY02 (October 2001).

35. Q: CLIN 0002AA - ¼ hour rates for extended services - Since each messhall operates at varied manning requirements while the lines are open (i.e. 2 lines/1 scullery Vs 4 lines/2 sculleries) how are we to provide a standard cost? Will the prime be taking the highest cost to provide a cushion?

A: Our experience has shown that by providing an estimated total of quarter hours (CLIN in Section B) the Contractors in turn develop pricing by ¼ hour for generic/typical services. The onus is on the Contractor to determine how best to price these requirements across on the entire system.

36. Q: C3.7.14 - Please identify those messhalls where office or storage space will not be provided for contractor operations.

A: All messhalls will have office and storage space provided for contractor usage.

37. Q: C5.10.1 - Do we need to have appointment letters if we provide and control petty cash for cashiers?

A: There is no longer a requirement for Contractors to have appointment letters for cashiers, since the contractor assumes full responsibility for funds generated from the sale of meals in the messhalls.

38. Q: C5.14.1 - Please provide a copy of TE8 as referenced in paragraph C5.14.1.

A: There is no TE8. Reference to it should be changed to read "TE4".

39. Q: C5.4, C2.1.82 - Is the contractor charged for forced issue items?

A: No. If subsistence is force issued from the Government to the Contractor, there will not be a charge, only an inventory document. As a matter of information, the Government normally "force issues" various components of operation (field) rations that are excess to field messhall operations. These items cannot be returned to the originating source and must be consumed to preclude a financial loss to the Government. Typically these are bulk items such sugar, coffee, rice, condiments, etc. As issuance of forced issued rations is situational based upon field exercise schedules the offeror's should not consider these non-chargeable rations in there pricing strategies.

40. Q: C5.4 - Will the USMC provide us with software and hardware for STORES?

A: DSCP will provide the hardware and software for STORES since it is their system.

41. Q: C5.9.2.A - Please clarify what types of assistance may be verbally requested as stated in C5.9.2.a?

A: The verbal request for assistance in this regard occurs when the Government vehicle driver asks the Contractor for the special meals as previously requested by the Government. The Contractor is then required to retrieve meals from the storage and/or preparation areas and move them to the messhall loading dock for loading by Government personnel onto Government vehicles.

42. Q: C5C3.2.1 - It is our understanding that pre-service Corrections Training is required before a contractor employee can work in a Brig Messhall. Is this correct?

A: No. Contractor personnel may work in Brig messhalls prior to receiving Government provided pre-service training. The only drawback is that Contractor personnel will not be able to train "prisoner cooks" under the Apprenticeship Program in the performance their

duties until they have successfully completed the pre-service training. The Government will schedule pre-service training soonest for all contractor personnel.

43. Q: When does the Marine Corps expect to schedule Brig-related and Pre-Service Corrections training?

A: The Government will provide pre-service training shortly after the contractor assumes operational control of the Brig messhall. This will be coordinated with the respective Brig Officer and Contractor mess manager at a later date.

44. Q: General - When does the Marine Corps expect to make contract award?

A: The Marine Corps expects to make contract award by September 2000 with performance to begin by 1 January 2001.

45. Q: General - Will there be a technical library available for contractors or will all required documents be available on the Internet?

A: Yes, technical publication libraries are available at both Camp Lejeune, NC and Camp Pendleton, CA. Offerors may contact the Base Food Service Officers at either location to make an appointment. Base Food Service Office phone numbers for Camp Lejeune, NC are 910-451-1567 or 2716. For Camp Pendleton the phone numbers are 760-725-3368 or 3378.

46. Q: General - Does the contractor pay DLA a consolidated invoice for food purchases under STORES?

A: Today, for every delivery made, a separate invoice is paid. DLA/DSCP will work with the Contractor to set-up vendor invoicing suitable to all.

47. Q: General - Please provide a BDFA summary for the past three years for each messhall to be outsourced?

A: The following table represents an average for regional messhalls for each region.

	FY 97	FY 98	FY 99	FY00
East Coast	\$5.620	\$5.440	\$5.418	\$5.467
West Coast	\$5.854	\$5.520	\$5.695	\$5.834

48. Q: General - Since the contractor is responsible for the total process associated with food ordering/receiving/payment, it is our understanding that the current FSO's MCFMIS and STORES function will be performed by the contractor. Is this correct? If not, please delineate the functions?

A: Correct. The Contractor will perform all food ordering/receiving/payment functions. Payment will be made from the Contractor to DSCP for food procured through the Prime Vendor program.

49. Q: Section B - Given that the rates for CLINS 0005, 0008, 0011, etc. for FY02 through FY08 will not be evaluated and contractor is supposed to use FY01 to assess requirements, develop and negotiate prices with the USMC, is it still required to submit prices with the proposal?

A: Monthly preventative maintenance rates (CLINS 0005AA, 0008AA..) and hourly service call rates (CLINS 0005AB, 0008AB, ...) must be included in the cost proposal and will be evaluated. Repair parts (CLINS 0005AC, 0008AC.....) must be left blank.

50. Q: Regarding Electronic Media, the RFP states, "The offer shall also provide their proposal in electronic media...compatible with Microsoft Office programs for word processing, spreadsheet and other applications that the offeror employs in its proposal." Is it acceptable for the electronic submittal of our technical proposal to include only the proposal text in Microsoft Word? Graphics inserted into the text cannot be searched on and can make file sizes extremely large and difficult to manage.

A: Yes, for the technical proposal, as a "Read Only".

51. Q: Section J, Attachment VI (East) - Please provide all addendum for the CBA between Moore's Cafeteria Services, Inc. and the ITPE?

A: The addendum page is attached.

52. Q: Section J - When does the Marine Corps anticipate issuing the Performance Requirement Summary?

A: The Marine Corps will attempt to issue the Performance Requirement Summaries in an upcoming amendment.

53. Q: Section J, Attachment 5 - Will the successful contractor be permitted to take over the messhalls that are being phased out sooner than the posted schedule?

A: Attachment V is no longer valid and is being deleted from the solicitation. Please refer to Question #22, above for clarification.

54. Q: C1.3.1, C1.5.1.4.2.1, C1.5.1.4.2.2 and TE 2(West) - C1.3.1, C1.5.1.4.2.1 and TE 2 identify Bridgeport Messhall 3006 a FFS operation not currently under contract. C1.5.1.4.2.2 lists it as part of Camp Pendleton, a M&MA operations and under contract to Speedy Food Service, Inc. What information is correct?

A: Bridgeport has no current contract, but Messhall 3006 will be a FFS messhall. It is being deleted from the C1.5.1.4.2.2. (M&MA) list.

55. Q: C1.3.1, C1.5.4.2.2 and TE 2 (West) - C1.5.1.4.2.2 and TE 2 identify Messhall 53502 a M&MA operation. C1.3.1 identifies it as a FFS operation. Which is correct?

A: Messhall 53502 is a FFS messhall. Paragraph C1.5.1.4.2.2 and the TE2 for Messhall 53502 are being corrected via amendment.

56. Q: C1.3.1, C1.5.4.2.2 and TE 2 (West) - C1.5.4.2.2 and TE 2 identify Messhall 33502 as a FFS operation. C1.3.1 identifies it as a M&MA operation. Which is correct?

A: Messhall 33502 is a M&MA operation. Paragraph C1.5.1.4.2.2 and the TE2 for Messhall 33502 are being corrected via amendment.

57. Q: General - Please provide the schedule for phase out of Marine Corps food service personnel for each messhall by quarter.

A: Previously answered in Question #22, above.

58. Q: General - Please provide updated floor plans for facilities that were either undergoing renovation during the site visits or are currently being remodeled. For example, it is our understanding that Messhall 210702, which we saw, is going to be closed and replaced by 210802 which we did not see.

A: Floor plans are nearly identical for replacement messhalls at Camp Pendleton. Square footages for these two messhalls are identical. Equipment layout may differ slightly.

59. Q: L.11.2.3 - Are the seven (7) projects to be listed for Past Performance for the team or may we provide up to seven (7) for each team member?

A: Each proposal shall contain seven (7) projects, total, in order for the Government to successfully evaluate past performance. If the contractor decides to submit additional projects the additional information will be reviewed but will not carry any additional weight in the evaluation process.

60. Q: L.8.4 - RFP font requirements state "text no smaller than 11 pitch characters to the inch" Is 12 point Times New Roman acceptable?

A: Yes, 12 point Times New Roman is acceptable.

61. Q: C1.5.1.1.2/4 - It is our understanding that the Government will provide MCFMIS training to contractor personnel. What is the per person cost of the initial MCFMIS training?

A: The Government will provide initial MCFMIS training, at contract start-up, at no cost to the Contractor. The Contractor shall provide follow-on training, when necessary, due to contractor personnel turnover from their internal resources.

62. Q: C5.8.1 - How do you measure patron flow? At what point does the clock start and stop?

A: For the Main Entrée Serving lines, and as stated in paragraph C5.8.1., patron flow "...will commence when the patron is positioned in front of the first serving well/menu item on the main entrée serving line." For Fast Food/Carry-Out serving lines, and as stated in paragraph Section C5.8.2., patron flow "...will commence when the patron is positioned in front of the fast food/carry-out serving counter or serving line". The clock will stop when Contractor serving line personnel have completed serving the patron and the patron has proceeded to other areas in the messhall.

63. Q: TE-2 pg 1 of 6 (West) - On Sundays, Building 569 MCRD San Diego is allowing 1 hour and 15 minutes to feed the average headcount of 4,034. What is the actual time frame and headcount for Sunday meals?

A: The 1 hour and 15 minute meal period for Messhall 569 on Sunday mornings is the correct meal serving period.

64. Q: Section B - Please give an example of how the 1/26th billing would work with a variation in meal quantity.

A: The provisional billing rate, 1/26th of Target Price, will not be affected by variations in meal quantity. Section B will be revised to provide for quarterly reconciliation of actual meals served (times target price per meal), and annual reconciliation of actual costs above or below target cost.

65. Q: Section B - There is a difference between the estimated meal quantity in Section B and the summation of the meal quantities in Technical Exhibit 2. Please clarify.

A: Please refer to Question #75, below.

66. Q: Section C -C1.5.1.1.1 - What are the historical annual food cost increases for subsistence provided by the Government's Defense Logistics Agency (DLA), Defense Supply Center - Philadelphia (DSCP) Subsistence Prime Vendor Program?

A: A more accurate way of answering this question is to provide Basic Daily Food Allowance (BDFA) comparisons in regard to Prime Vendor price increases since the two are tie to one another. Question #51 provides Basic Daily Food Allowance (BDFA) information for both coasts of the past several years noting that there was little

significant change and even decreases in some years. Obviously the DSCP pricing is a major factor in those BDFA numbers due to the fact that BDFA computations by the Services are based upon DSCP regional Prime Vendor prices. Under this solicitation the BDFA is no longer applicable.

67. Q: Section C - C1.5.1.1.1 - What are the forecasted escalations for subsistence provided by the Government's Defense Logistics Agency (DLA), Defense Supply Center - Philadelphia (DSCP) Subsistence prime vendor Program?

A: There are no forecasted escalations for subsistence purchased by DSCP. A reasonable expectation is that the DSCP pricing will closely follow the food component of the Producer's Price Index.

68. Q: Section C - C1.5.1.1.1 - If the Government's Defense Logistics Agency (DLA), Defense Supply Center - Philadelphia (DSCP) Subsistence Prime Vendor Program increases its handling fee, can the contractor get an equitable adjustment?

A: The DSCP surcharge in 4 of the last 5 years have been decreasing (FY00 - 5.8%, FY99 - 5.2%, FY98 - 5.5%, FY97 - 6.0%, FY96 - 6.1%), with fluctuations of less than 1 percent over that period; such minimal increases/decreases should in turn have a minimal effect on Offeror's pricing. Based on current levels and recent modest changes there should be no need for any special equitable adjustment.

69. Q: Section E - In E.3 was "Inspection of Services-Fixed Price" 52.246-4 intended instead of "Inspection of Supplies-Fixed Price" 52.246-2?

A: FAR 52.246-4 should have been included. This will be corrected in the amendment.

70. Q: Section I - I.10, 52.219-26 What SIC codes are you going to evaluate?

A: The major SIC (standard industrial classification) groups applicable to clause 52-219.26 are published by the Small Business Administration on the Internet at <http://www.sba.gov/regulations/siccodes>. The major groups are 10, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 34, 36, 37, 38, 39, 41, 42, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 70, 73, 75, 76, 80, 82, 87, and 89. It should be noted that the question refers only to the incentive subcontracting clause, and that there is no restriction as to the specific SIC codes for small business subcontracting in general.

71. Q: Section L - How will the Marine Corps evaluate the food cost of the Offerors, since Offerors are required to use the Government's

Defense Logistics Agency (DLA), Defense Supply Center- Philadelphia (DSCP) Subsistence Prime Vendor Program for subsistence sourcing?

A: The food cost itself will not be evaluated. Since the pricing methodology of price per meal will be used and food is only a portion of the total price per meal, the price per meal is the evaluating factor. To the extent that all offerors use DSCP similarly should be an equalized part of the proposal/evaluation.

72. Q: Section L - Will the Marine Corps consider equalizing food cost between vendors since all vendors are required to use the Government's Defense Logistics Agency (DLA), Defense Supply Center - Philadelphia (DSCP) Subsistence Prime Vendor Program?

A: Response is similar to Question #71, above.

73. Q: Section L - Since Offerors are required to use the Government's Defense Logistics Agency (DLA), Defense Supply Center - Philadelphia (DSCP) Subsistence Prime Vendor Program, will L.11.2.1.1.1 be modified?

A: No. Offerors must still identify sources of market ready items and their quality, transportation and distribution plans for local items and foods processed centrally.

74. Q: Section M - 3.4.1 Please describe and give examples of "potential overrun and underrun scenarios".

A: We will use offerors' proposed targets, share ratios, and ceiling to assess what would be the cost to the Government if the actual per-meal cost falls below or exceeds the targets proposed (as seen in the examples at the end of Section B).

75. Q: Technical Exhibit 2 - "Total estimated number of meals served annually (actual calendar Year 1998 data)" does not always match the summation of "Historical meal data". Please clarify.

A: Please refer to the attached tables. These meal counts replace those meal counts previously provided in the RFP as paragraph 14 of all Technical Exhibit 2's.

76. Q: CDRL listing - Item 15 on CDRL listing does not correspond with supporting document. Please clarify.

A: CDRL #15 on the CRDL Matrix, Attachment IV (page 1 of 20) should read "Unsatisfactory Material Report (UMR)" vice "Messhall Equipment Replacement Report and Equipment Record Jackets". The corrected pages, one for each regional contract, are attached.

77. Q: C4.2.11.2 - Under paragraph C4.2.11.2, is there any liability for the contractor when the Government performs the work?

A: C4.2.11.2 refers to emergency repairs made after hours by the Government. In this case, the Contractor is not liable for Government repairs. The Contractor's liability begins when the contractor performs maintenance on that same item of equipment.

78. Q: General - How will DSCP increases for food components be incorporated into the cost per meal?

A: Although costs for individual items may fluctuate, the overall market basket index has remained relatively stable over the last four years. The Government is considering a Economic Price Adjustment (EPA) clause, which would provide an avenue for Contractors to be compensated for extraordinary cost increases. On the other hand, food cost decreases may also justify a downward EPA. The EPA will be addressed in a future amendment.

79. Q: Attachment 5 - Please provide us with the actual dates when Marine Corps personnel will depart each specific Messhall, for costing purposes.

A: Previously answered in Question #22, above.

80. Q: Phase-In-Plan - When does the contract/option period end for Craven Evaluation and Training Center (CETC) at Messhall 3451?

A: 30 September 2000.

81. Q: General - Will NISH provide the offerors with a detailed breakdown of the work schedules and cost breakdown by employee, position, number of hours worked, and hourly rate of pay?

A: This is addressed in the revised paragraph H.5, attached.

82. Q: General - What arrangements do we need to make to visit additional site or revisit some of those previously seen?

A: Contact Mr. Paul Sando, who will coordinate additional visits with the Marine Corps Head of Food Service and Subsistence Section at Headquarters, Marine Corps. Mr. Sando's phone number is 703-695-6225, extension 2525.

83. Q: General - Will a third party vendor be required to use raw food products from DSCP in the preparation of advanced food technology products?

A: Not necessarily. A third parties finished product may simply be added to the Prime Vendor catalog. In cases where the 3rd party vendor uses food sourced from foreign sources, raw product WILL be required from DSCP to satisfy the requirements of the Berry Amendment. Please refer to Question #97 below for additional clarification.

84. Q: General - Is MCFMIS scheduled to be upgraded to Windows? If so, what is the anticipated date of implementation?

A: Windows update is already under development. No implementation date has been determined at this time.

85. Q: General - Please provide a current inventory by messhall of computer hardware and software, including the systems configuration, software and communications packages associated with each computer that will be made available to the contractor.

A: The Government does not understand the rationale behind this question. Since there are no external MCFMIS system interfaces required beyond MCFMIS and all MCFMIS systems are less than two years old, which includes LAN capability and a printer, there is no need to collect and provide this information.

86. Q: General - Since the contractor will now be responsible for ordering all food through the STORES program, will the existing computers at the Food Service Office (FSO) be made available to the contractor?

A: Yes. All FSO STORES systems will be available to the Contractor.

87. Q: General - Is the current Marine Corps computer equipment on an upgrade schedule? If so, when are they scheduled to be replaced?

A: Yes. Each command maintains its own upgrade schedule. New equipment specifications are provided by HQMC.

88. Q: With the Small Business Administration (SBA) appeal being resolved, may we contact Mr. Sando's office regarding additional site visits?

A: Yes. Please refer to Question #82, above.

89. Q: Will Small Businesses in EZ/ECs be treated same as Hub Zone Small Businesses?

A: No, there are no procurement preference provisions for empowerment zones (EZ).

90. Q: What should a Small Business present to "prove" it is a small business?

A: Self-certification is sufficient.

91. Q: What does the Marine Corps see as the advantages of having two separate contractors for the East and West Coast versus a single contractor for both coasts?

A: Given the close physical proximity of Marine Corps bases in the Southwest U.S., as well as those in the Southeast, it is felt that dividing our CONUS activities into those two regions is the most effective means of promoting the application of advanced food technologies to our requirements.

92. Q: *Is there any contract out clause or provision for this if the successful offeror wishes to bow out?*

A: No such clause exists in this contract. Should a Contractor repudiate the contract, the Government may terminate the Contractor for default and assess procurement costs against the defaulted Contractor.

93. Q: *Is produce required to be purchased from DSCP?*

A: Yes, via the Defense Subsistence Offices (DSO).

94. Q: *Please provide exactly what the contractor's relationship is to be with DLA/DSCP and to what extent are they to be utilized?*

A: Contractors will order a majority of their subsistence from DLA/DSCP. They will enjoy a normal customer-provider relationship.

95. Q: *Currently, Navy Med. regulations seem to limit the length of time that "Cook Chill" food can be held for 3 days. Will this be changed or will the contractor not be subject to these restrictions?*

A: The three day limit is for pre-prepared foods, i.e. sandwiches, salads, etc.; as distinguished from cook-chilled or soused commercially prepared foods, whose shelf lives are much longer (e.g., generally 45 to 60 days).

96. Q: *What control will the JWOD contractor have over the contracts where they are assigned?*

A: See revised paragraph H.5 for clarification.

97. Q: *What restrictions are in place that controls the price of food that we are required to buy through the Prime Vendor Program?*

A: As the Subsistence Prime Vendor program makes great use of commercial items and commercial practices the market place tends to be the controlling factor. Two significant contract requirements which tend to reduce sources and thereby exert upward pressure on the price (although not always) are the Berry Amendment prohibitions on the use of items not grown and produced in the U.S. and its territories (limited exceptions apply) and the Surgeon General requirement that certain products be obtained from one of the Sanitarily Approved lists. Another limiting factor not encountered in commercial business

is the unavailability of a supplier because it has been Suspended or Debarred.

98. Q: Would you please provide the MOU that exists between the Marine Corps and DSCP?

A: Yes. A copy is attached to this amendment.

99. Q: What is the DSCP mark up/added charge to Prime Vendor Invoices and other vendor invoices?

A: The current (FY00) DSCP surcharge is 5.8% for customers in the continental U.S.

100. Q: DSCP - Will the maximum price paid to DSCP for produce be the price the USMC currently pays?

A: No. The price of produce can be susceptible to price fluctuations based on various factors, so it would be impossible to make the current prices paid the maximum or ceiling price.

101. Q: It is understood that this price may be less based on ordering methods but will the current prices be the maximum? and does this current pricing include the 8-10% discount you mentioned earlier?

A: No. The current prices for subsistence provided through DSCP's will not be the maximum prices. Again, subsistence items are susceptible to price fluctuations due to seasonal and or unique events in the marketplace, so it would be impossible to make the current prices paid the maximum price. The current prices do not reflect the 8-10% discount discussed.

102. Q: Payment/Billing Schedule - We invoice USMC every two weeks. When will we be paid?

A: The DFAS billing cycle is 30 days after receipt of a valid invoice, though offer of a prompt payment discount for expedited payment (e.g., 1%-20 days) could also be a factor. The successful offeror will be required to accept Electronic Funds Transfer (EFT) for payment.

103. Q: DSCP will invoice the contractor weekly, how long do we have to pay?

A: At the Pre-Proposal Conference held on 14 Mar 00, one of the DSCP representatives stated that the DSCP normal billing cycle was monthly. That is unlikely to change in the near and medium term. It is anticipated that the contractor will be required to pay DSCP for subsistence items ordered in 30 days (or less). It is anticipated that there will be a written agreement between DSCP and each Offeror spelling out these and other areas of partnership.

104. Q: Page B-15 (of 19) - East Coast - Ceiling price per meal: Total cost to the Marine Corps for all subsistence and services is approximately \$3.75 per meal. What costs comprise this \$3.75? (i.e. Labor, maintenance/cost of goods/repair parts/cleaning supplies/utilities, etc?)

A: The current total cost to the Marine Corps for all subsistence and services within the scope of this contract is approximately \$3.75 per meal. The total costs reflect the levels of effort which are subject to the Regional Food Service Contracts.

The costs, therefore, include all subsistence (both DSCP Prime Vendors and Locally procured); current messhall labor contracts; 594 Marine Cooks; Marine mess attendants at MCRD Parris Island, MCRD San Diego, Marine Barrack 8th & I, Bogue Field and MWTC Bridgeport; and cleaning supplies. The Marine Corps is now spending \$111.0 million to serve a total of 29,654,000 meals as shown below:

Cost for supplies and services within the scope of the Regional Food Service Contracts:

Subsistence:	\$ 53.3M
Mess contracts:	\$ 31.0
594 Marine Cooks:	\$ 20.5
Marine Mess Attendants:	\$ 5.7
Cleaning Supplies:	\$.5
Total:	\$111.0M

Number of Meals Served:

East Coast Messhalls:	16,791,000
West Coast Messhalls:	12,863,000
Total:	29,654,000

Cost per meal: \$3.743

The above costs do not include items that are not a part of the regional contracts. The following items are excluded from the total costs of \$111M:

- Messhall utilities and facility maintenance costs: The Marine Corps will provide at no charge, as is the case today.
- Disposable paper products to include boxes/bags for lunches, paper and plastic for recreation and field meals: The Marine Corps will provide at no charge, as is the case today.
- Marine cooks who are assigned to the operating forces: This is cost neutral. These Marine cooks will continue to work at the M&MA messhalls.

- Food preparation and serving equipment maintenance and repair parts: Included in the regional contract as separate CLINs.

The Offeror's proposal may include the centralized production capabilities. Under that scenario, the proposal costs should include the applicable costs of operating or accessing such a facility [e.g., labor, raw ingredients, utilities, maintenance, transportation and operating supplies] in determining the final price per meal.

105. Q: Will you provide recipes detailed for all menu items?

A: All recipes are contained in the Armed Forces Recipe Service, which is accessible through MCFMIS and at www.n11.navsup.navy.mil/recipe.

106. Q: How will the 30% Small Business goals be enforced? (i.e. Sanctions, penalties, etc) If so, will penalties be in revisions?

A: The 30% mandatory small business subcontracting requirement is not the same as the small business subcontracting goal which will appear in the small business subcontracting plan, though the two are related. Specific details of the small business subcontracting provisions are contained in revised clauses C.1.5.2, L.11.2.2, and M.3.4.3. The primary enforcement mechanism is the liquidated damages clause.

107. Q: When will Wage Determinations be provided?

A: HQMC first approached the Department of Labor (DOL) with written requests during October 1999. HQMC has not received the Wage Determinations as of yet. We will provide these in a future amendment.

108. Q: When will NISH pricing be provided?

A: This is addressed in the revised paragraph H.5.

109. Q: The Marine Corps currently has a Cook Chill facility in Okinawa. What savings have been achieved there?

A: Most significantly at this point is a 28% reduction in the number of mess attendants has been achieved. Although the Okinawa plant is still growing into its full production capability (opened Jul 99), many food processes such as salad preparation and other bulk "pumpable" items are being tested, developed and reviewed for patron acceptability.

110. Q: The Marine Corps has stated that it anticipated that centralized production will yield an eight to ten percent decrease in

cost. Please provide any and all studies that have lead the Marine Corps to this conclusion.

A: There appears to be some confusion in regard to the 8-10% DSCP cost decrease. This reduction only applies to DSCP products delivered directly to a Contractors central production facility (CPF), if applicable. The 8-10% price reduction does not apply to subsistence items delivered directly to individual messhalls/receptor sites. As a matter of information, typical commercial industry CPF food cost savings from cook-serve to cook-chill is 20-25%.

111. Q: What objectives have been established for Randolph-Shepherd Act (RSA) contractors? If so, please provide details.

A: No arrangements have been made with RSA contractors. They are eligible to propose under the full and open competition requirements of this solicitation.

112. Q: What controls are in place, to control the cost generated by the JWOD contractors?

A: After contract award, the prime contractor will be responsible for monitoring costs of all subcontractors, including the JWOD subcontractors. Costs considered not fair and reasonable will be addressed by the JWOD Committee.

113. Q: Please provide all cost related information that involves JWOD that you have been made aware of: A) Wage determination and..... B) Additional Messhall allotments to JWOD through out the lives of these solicitations.

A: See clause H.5. Wage determinations are a matter of public record and are published annually by the Department of Labor. Only those messhalls already detailed in the solicitation will be set-aside for JWOD throughout the life of the contract.

114. Q: Please provide the methods by which the Marine Corps will determine whether it will achieve its targeted savings? Please provide details.

A: The contract type selected, fixed-price incentive, will provide visibility on actual costs incurred by the contractor in performance. Savings can thus be determined by calculating the difference between those actual costs and estimated amounts associated with the Marine Corps food service program as it exists today (See Question #104), escalated for inflation.

115. Q: The estimates listed in the two solicitations appear to be significantly overstated: has the Marine Corps relied strictly on historical data or has there also been additional data considered?

A: Although not quite sure which estimates this question is referring to, none of the estimates are significantly overstated or understated. HQMC relied on historical data provided by Marine Corps Base/Station commands for estimates contained in the RFP.

116. Q: *How did you determine that ASC was a Small Business? It is my understanding that ASC is a Large Business.*

A: That is correct, ASC is a large business.

117. Q: *The Marine Corps has indicated that they will be spending 90 Million dollars on those two contracts. How did the Marine Corps come to this number? How does this compare with what your spending today? What specific detail can you provide concerning this issue?*

A: The exact methodology is procurement sensitive as it relates to the construction of the Government Estimate. The 90 million dollar figure is a good faith Government Estimate. Refer to Question #104, above for a complete explanation.

118. Q: *What were the actual meals served in the Messhalls included in the East Coast solicitation and then in the West Coast solicitation? Please provide this information with a breakout by Messhall.*

A: The recomputed numbers are attached.

119. Q: *How did the Marine Corps come to the conclusion that these solicitations needed to be competed as Unrestricted?*

A: The determination was made in compliance with FAR 19.502-2(b)(1), which requires that a reasonable expectation must exist that at least two responsible small business concerns will submit proposals. The Marine Corps concluded that this "reasonable expectation" does not exist, given the necessary financial, organizational, technical and production capabilities required for contracts of this magnitude.

120. Q: *The Anti Bundling Law requires the agency doing the bundling to identify significant savings that will be obtained by bundling. a) Please identify the studies, both internal and externally done that indicates substantial savings? And b) please provide these studies and the criteria that was reviewed.*

A: The Marine Corps complied with all documentation requirements on contract consolidation for this procurement, which included the identification of \$20 million in savings estimated to be generated through this regionalization initiative. It is significant that the Small Business Administration did not challenge the Marine Corps rationale for consolidation of contracts for this procurement. There are a number of studies that support the regionalization approach, including documents such as *Marine Corps Integrated Food*

Service Master Plan (1990), Marine Corps Use of Cook Chill Technology (1996), Concept Paper (Food Service Campaign Plan) (1997), "ANALYSIS OF THE IMPACT OF CONVENIENCE FOODS ON NAVY FOOD SERVICE OPERATIONS" (1998), and Economic Analysis of Regionalized Mess Contracting (1999). These studies will not be provided as part of the amendment since they are not required for proposal preparation.

121. Q: When did the Marine Corps first examine the possibility of changing its traditional method of contracting at the base level and utilize the regional method?

A: In 1990.

122. Q: What effective evaluation of Small Business was done to determine if Small Business had the ability to provide the required service for these regional contracts?

A: The Marine Corps reviewed correspondence submitted to the Small Business Administration by 5 small business concerns, reflecting their interest in the regional food service program. Three of the submissions consisted of form letters with little or no data describing their abilities. Two of the respondents did provide details on the level and scope of services provided under recently awarded food service contracts managed by those two companies. In both cases, the support described the contractor's experience in providing standard food services on a relatively small scale at single installations. Nothing submitted by any of the 5 firms would create a reasonable expectation that they would be capable of fulfilling requirements of the scope required by the solicitations.

123. Q: Has the Marine Corps received any interest from Small Business indicating their interest in providing the required services for either of these two contracts?

A: Yes. Please refer to the answer to Question #122, above. The Marine Corps encourages the maximum participation of small business firms in all aspects of this procurement, including the submission of proposals as the prime contractor; in teaming arrangements with other Offerors (large and small); and as subcontractors.

124. Q: There seems to be a labor cost problem in that Dept. of Labor issues different Wage Determinations for each state and the District of Columbia. CBA's from the different unions also show a variance of labor hourly cost figures. How will this be computed to give a single per Marine meal cost? Addressing this issue perhaps by region (breaking up East/West contract to State region) could impact favorably on per meal costs to USMC.

A: The total cost to provide the required labor and subsistence should be included, resulting in a weighted average cost per meal.

See the answer to Question #91 for a discussion of our regional approach.

125. Q: Is JWOD considered in 30% set-aside for Small Business?

A: JWOD is not included in the 30% mandatory small business requirement; however, JWOD is included in the small business goal calculations and reporting under the small business subcontracting plan. See revised clauses C.1.5.2, L.11.2.2, and M.3.4.3 for specific details.

126. Q: What percentage of the contract will be awarded to prime vendors?

A: 0% of the contract will be awarded to Prime Vendors, in the context of the DSCP Prime Vendor Program. The contracts will be awarded to prime contractors, who will subcontract with JWOD agencies, Small Businesses, DLA/DSCP, Prime Vendors, and others for necessary support.

127. Q: What percentage of the goods will be supplied by general contractor, specifically does this include janitorial supplies, equipment, etc.?

A: A majority of goods will be supplied by the prime contractor including janitorial, chemical and disposable paper/plastic products. Please refer to Question #147, below for further clarification regarding consumable supplies.

128. Q: Regarding food service, what is the goal for minority and Small Business?

A: See revised clauses C.1.5.2, L.11.2.2, and M.3.4.3 for details concerning the calculation of goals.

129. Q: If they are subcontractors, will they be subcontracting through food service companies or through the Marine Corps?

A: Subcontractors will be dealing through the food service company, which will be the prime contractor, not the Marine Corps.

130. Q: What minimum qualifications are required for subcontractors?

A: None, other than the ability to perform in accordance with the Statement of Work and the prime contractor's technical proposal.

131. Q: Are there food source data sheets that will accompany the solicitation?

A: No. DSCP has offered to provide a list of its Prime Vendors and available market ready providers by location.

132. Q: May we have a list of local and current contract food vendors?

A: DSCP has offered to provide a list of its Prime Vendors and available market ready providers by location. Attached is a listing of market-ready items that are procured independently of the DSCP program.

133. Q: Are we going to be supplied with a current Wage Determination?

A: Please refer to the answer to Question #107, above.

134. Q: Are there any existing H&W, pension, and/or uniform allowances?

A: We are sure these items are included in our existing contracts. However HQMC does not have this information on file. Yes, all of these items need to be factored into your costs.

135. Q: Do we need to provide a current financial statement or any other financial documentation?

A: The Marine Corps will evaluate the responsibility of each offeror, which includes financial capability. Any information included in offeror's proposals describing the offeror's (team members) capacity and capability will assist the Marine Corps in its assessment of responsibility.

136. Q: Where will invoices be certified?

A: The HQMC Contracting Office will certify all regional invoices.

137. Q: Is this an appropriated fund acquisition?

A: Yes, this is an appropriated fund acquisition.

138. Q: How will mobilizations/national emergency situations be handled under the contract?

A: These issues are somewhat addressed in paragraphs C1.11, C1.23.4.1. and C1.25 of the RFP. For extraordinary situations outside the scope of the RFP a separate negotiation will take place between the Government and the Contractor.

139. Q: Will DSCP pay the Prime Vendors?

A: Yes. DSCP is responsible for paying the Prime Vendors under their program. The Contractor will pay DSCP for subsistence purchased. Also refer to Questions #46 and #103, above.

140. Q: What if prices come in higher than the Marine Corps anticipated?

A: Please refer to the answer for Question #114, above.

141. Q: Will additional questions be accepted?

A: Yes, forward additional questions to Mr. Paul Sando (E-mail or fax) as soon as possible. Mr. Sando's e-mail address is "sandope@hqmc.usmc.mil". Fax at 703-695-6382.

142. Q: What is our target date for release of TE1?

A: We anticipate including TE1 in Amendment 0002.

143. Q: How do we envision CBAs being negotiated?

A: We would foresee that existing CBAs would remain in effect at least until new agreements can be negotiated. We would hope long-term agreements can be established.

144. Q: What was the rationale for two solicitation closing dates? Can they be brought back together?

A: The closing dates are being recombined and extended to 26 June 2000.

145. Q: Do you anticipate M&MA messhalls will remain so for the full term of the contract?

A: Contractors should prepare their proposals assuming that those messhalls will remain M&MA for the life of the contract.

146. Q: Is it still the intent of the Government not to provide land/facilities to the contractor for the central processing of food?

A: Correct. We do not intend to provide such land/facilities.

147. Q: C3.6 - Please clarify what "fast food and emergency disposable paper products" the Government will provide? Identify what consumable type supplies the contractor needs to supply, i.e. who supplies paper napkins, plastic film, aluminum foil? Does the Government provide all paper and disposable products for all meals away from the messhall (boxes/bags for lunches, paper/plastic for recreation meals and field meals)?

A: The Government will supply only emergency disposable paper products in support of situations caused by the Government which inhibits or hinders the Contractor from using regular dishware and silverware. An example is a Government scheduled or unscheduled utility outage. The Government may also provide items following

national disasters. The Government will not provide disposable paper products to the Contractor for situations such as an inoperable warewashing machine, when the Contractor is required to repair this item under the FPSE M&R tasks under this contract.

The Contractor is required to provide all other items to include fast food paper products and bags/boxes for recreational meals. The Contractor is not required to provide paper/plastic items for recreational meals. The Government (unit receiving recreational meals and/or field meals) is responsible for providing its own paper/plastic items. However, plastic film, aluminum foil, etc., associated in the preparation and packaging of meals to be consumed away from the messhall is the responsibility of the Contractor as it is in general support of meal preparation and storage processes.

148. Q: Please clarify what the contractor's responsibility will be for on base transportation for performing tasks identified in the Statement of Work.

A: There are no specific requirements for the Contractor to provide on-base transportation for contractor employees with the exception of the requirements addressed in paragraph C1.11.2. Typically, contractor personnel commute directly from their residences to their respective messhall via personal conveyance. There is no requirement for contractor personnel to perform tasks other than those in a messhall or other type of support facility if utilized by the particular Contractor. Contractor personnel are not required to perform duties in remote locations away from the messhall such as field mess site.

149. Q: Will offerors using a third party vendor for their advanced food technology be required to prepare products following the Armed Forces Recipes only, with the exception of the addition of modified starches, when required, as the only acceptable change to the recipe?

A: Correct. The Armed Forces Recipes are the standard with minor changes allowed for advanced food technology. The Marine Corps, however, would consider allowing the use of alternative recipes that have the same proportion of meats to vegetables and fat and sodium content, on an exception basis.

150. C.1.21.1 - Pre-employment Examination - Prior to 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. Chapter 1 - para. 2-2.2, in the P5010, states that an initial screening does not normally include a physical examination, but shall be sufficient to detect evidence of diseases that may be transmitted to food. Also it states that subsequent health screening (e.g., annual evaluation) is not routinely required.

Q: Can local command medical services provide initial screening, to save money?

A: No. The Government's ability to provide contractor employee initial medical screening uniformly across all Marine Corps Bases/Stations is inadequate. The Government does not possess sufficient medical personnel to provide contractor employee medical clearance screening. Therefore, the contractor is required to provide this screening for all employees **prior to** work assignment in a messhall.

151. Q: Can initial screening be conducted as per your para. C1.21.3 (Work Shift examinations) vice a private physician?

A: No. Chapter 1 - paragraph 2-2.2, NAVMED P5010, Chapter 1, Food Safety states that "All food employees shall be medically screened for evidence of communicable disease prior to initial assignment in food service." An initial screening for contractor employees is considerably different than a work shift examination. A person "walking off the street" will require a more in-depth "initial" screening than a contractor employee beginning a work shift in the messhall. For example, screening an employee for tuberculosis through a PPD test is not something you can perform during a work shift examination.

152. Q: Can annual examinations be waived?

A: No. The Government will not waive the annual examination requirement. Although Chapter 1 - Food Safety states "...not routinely required.", the Government must ensure that personnel directly involved in providing food service to Government messhall patrons are properly examined and screened for diseases, annually.

153. 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% tolerance for silverware and a 5% tolerance for dishware from the initial or previous inventory.....

C3.3.1.2.3 - The contractor shall reimburse the Government for any quantities exceeding those tolerances.....

Q: Is this 10% & 5% allowance "from the initial previous inventory provided" annually or over the contract period?

A: As stated in the title for paragraph C3.3.1.2 of the RFP this is a "Monthly Minor Property Inventory" requirement. Therefore, the tolerances are applied "monthly". The "initial" inventory only refers to that first minor property inventory conducted at contract start for each messhall, which will be a joint Government/Contractor inventory.

The "previous" month's inventory is just that - the previous calendar month's minor property inventory.

154. Q: Please clarify status of Building 14036. TE2 list this facility as Management & Mess Attendant where as section C1.3.1 "West Coast Messhalls" requiring full food service" list this facility as a Full Food Service facility. Please clarify which is correct?

A: Messhall 14036 is a Full Food Service (FFS) facility. This is corrected in Amendment 0002.

155. Q: The TE2 for Camp Pendleton Messhall #2403, states "mid rats" (midnight rations typically used by Marine Corps Air Station to feed shift workers) will be implemented 1 April 99, however no hours are reflected. In addition, the estimated days this facility is expected to be in operation projects this facility to close from 2nd quarter 00 to 3rd quarter 01. Is this still a valid projection? Which facility will receive the overflow when this facility closes?

A: Messhall 2403 is tentatively scheduled to reopen 1 Oct 00. Messhall 22186 is currently accommodating the personnel from Messhall 2403. Messhall 22186 is feeding "mid rats" now, but once Messhall 2403 reopens the "mid rat" requirement will remain with Messhall 2403 not Messhall 22186.

156. Q: Please clarify enhancements, its accounting to include if each training unit will be funding this requirement. It is my understanding that cost factor to provide enhancements alone has been as high as \$2M, which is not included in your subsistence cost. How are we to estimate cost for enhancements, if this is separate accounting?

A: This solicitation is based upon a new pricing scheme of cost-per-meal for garrison messhalls. Enhancements to operational (field) rations or meals will not be provided from garrison messhalls under this regional contract. The enhancement requirement for operational rations will be the responsibility of other internal Marine Corps units...

157. Q: Personnel during extreme weather conditions is a concern at Bridgeport. If employees are confined to the facility because of roads being closed, what provisions in the contract will cover contractor cost when contract employees are housed in the guest house; i.e. billeting? Since this will be a direct cost to the contract, how will the contractor be reimbursed?

A: Contractor personnel billeting during severe weather conditions (as determined by the Commanding Officer of the Mountain Warfare Training Center and/or local road conditions) at Bridgeport, CA will be at no cost to the Contractor.

158. Q: Page C5BWC 1 of 1 - The Government is responsible for all food prep except salad preparation, yet the contractor is responsible for subsistence, MCFMIS, operations storeroom and salad room. Please clarify what if any does the Marines who are cooks have to do with the menu planning of this operation, in the area of food preparation?

A: In regard to menu planning, please refer to C5BWC, Page 1 of 1 for menu planning clarification. With regard to food preparation tasks, please refer to paragraph C3.5, Pages C3WC4 and C3WC5 of 9 for the "Management and Mess Attendant (M&MA) Services Matrix (Section C5B) which delineates those tasks to be performed by the Government (Marine cooks) and those to be performed by the Contractor.

159. Q: Please clarify "Grounds Maintenance". All of our TE's state that we police specific circumferences, and there is no mention of maintenance (i.e., mowing, weeding).

A: Please refer to paragraph C5.15 for both East and West Coast RFPs for further clarification of the Government's grounds maintenance requirements. Specifically, grass mowing is covered in a separate Government services contract unrelated to this acquisition.

160. Q: Can the Marine Corps provide a recap of total funds paid to DSCP and DSO for all food service related products and produce for 1998 and 1999?

A: The Marine Corps relies on DSCP for this type of information based upon annual obligations. DSCP does not separate accounting data for general subsistence type items as versus produce procured through the DSOs. Therefore the totals include produce procured through the DSOs. The following Continental U. S. (CONUS) subsistence totals are provided for Fiscal Years (FY) 1998 and 1999.

FY98 CONUS-wide - \$54,826,455
FY99 CONUS-wide - \$55,826,271

161. Q: The responses to Questions #12, #18, and #73 (Amendment 0001) seem to imply that "market-ready" items can be purchased outside of the DSCP Prime Vendor and DSO programs. The Market-Ready Item Matrix Enclosures to Amendment 0001 list only beverages and bagels that are currently outside of DSCP/DSO. May we assume that some "advanced food technology" products can be procured independent of the Prime Vendor/DSO programs? Please clarify.

A: The majority of commercial advanced food technology (AFT) products **SHOULD** be procured from DSCP's Prime Vendors (PVs). Currently, only a limited number of such items are provided by PVs. Target AFT foods intended for procurement should be identified to DSCP, who will then bring those items under the PV umbrella. AFT foods to be obtained, at significant savings from non-DSCP PV sources, should be identified to DSCP and HQMC (LFS-4) for determination of

procurement exemption authorization or incorporation under PV. Exemptions will only be allowed if DSCP is unable to match the prospective price. As an aside, if contractors utilize its own central production facility, then DSCP's PV role will be limited to the delivery of basic ingredients. Follow-on distribution could be provided by either DSCP or the contractor's own distribution assets.

162. Q: Please define the process to introduce new supplies (registration and inspection processes) for market-ready items and the procurement of chemicals, uniforms, paper products, etc.

A: On the issue of registration and inspection, all food products must be obtained from "approved sources facilities". Requirements for approved subsistence sourcing are provided in paragraph C4.1.2 (Page C4EC and C4WC 1 of 8). The Government will provide all chemicals, which is a change to the requirement in the RFP. As for the uniforms, this is at the discretion of the Contractor as long as these items are IAW paragraph C1.15 of the RFP. With respect to paper products, the following requirement is a change to the information previously provided in the RFP and Amendment 0001 (Question #147) regarding disposable paper products. "Procurement of all paper products for this acquisition, to include bags and boxes for these type meals, will be the total responsibility of Government. The Contractor is not required to procure any disposable paper products to include napkins and paper towels."

163. Q: Since the contractor will pay these suppliers, will there be an Agency Agreement from the Marine Corps in order for these purchases to remain tax-exempt?

A: Purchases made by the contractor are not per se tax exempt. If a contractor is capable of taking advantage of state and local tax laws (e.g., items purchased for resale), we would expect the contractor to take advantage of these laws as it would do with any other contract.

164. Q: Please provide DSO produce supplier information and details for each Marine Corps base/site. Will DSO pay these suppliers and bill the contractor or will the foodservice contractor need to pay the DSO suppliers?

A: Billing for all subsistence, including DSO/produce items, will be between DSCP and the Contractor. The Contractor is not required to interface with the DSOs at all. In regard to the other part of the question, the DSCP DSO produce operation uses a very robust, diverse process of providing high quality produce for DSCP customers. As all potential offerors were briefed, the DSO uses field buyers and terminal market buyers who can buy daily, augmented by some longer-term contracts. Providing a list of suppliers at any point in time may bear little or no relationship to the suppliers used at some future point. More to the point, if produce is to be supplied by

DSCP, then the potential offerors on this USMC acquisition have no need for a list of suppliers. DSCP has offered to provide pricing information, but this firm has not made such a request. As all potential offerors have been briefed, all DSCP efforts will be billed to the regional USMC contractors. DSCP intends to execute an MOA to detail payment and other issues.

165. Q: From previous statements and as responded to in Question #110 (Amendment 0001) there is still a question on the implied 8-10% "price reduction savings" from DSCP. As per conversation with DSCP, the 8-10% savings potential for Prime Vendor shipments to the centralized production facility is a savings in distribution costs only. Since the approximate average distributor mark up with DSCP is 8-10%, does the Marine Corps understand that this implies an overall gross product cost reduction of less than 1%?

A: The above question gives an incomplete picture of what DSCP intends to do in terms of price reduction in support of the USMC. It is certainly true that to the extent that the distribution on the Subsistence Prime Vendor (SPV) contracts is reduced then the distribution fee or price paid to the SPVs will be reduced; actually in some scenarios the actual distribution done under the DSCP contracts could increase. **BUT!** DSCP's commitment to help the USMC reduce its food budget does not stop at distribution. DSCP expects to use many tools including the sourcing of new products (some in bulk packages which will reduce the price). DSCP may increase its central contracts program and expand its allowance program, and they have gone as far as committing to matching any viable price of which they become aware.

166. Q: Some of the addenda to some of the Collective Bargaining Agreements (CBAs) either have expired or will soon expire. Please provide the new addenda and any new CBAs with current/proposed wage scales, etc. (i.e., Appendix A to the CBA with TMI at Camp Pendleton, current CBAs with D.E.W. at 29 Palms, a new addendum for employees at MCAS Beaufort).

A: Amendment 0002 to Solicitation M00027-00-R-0001 (East Coast) provided Service Contract Act Wage Determinations for: (1) the National Capitol Region including Washington, DC and Quantico, VA, (2) South Carolina region (Beaufort and Parris Island), and (3) the Norfolk, VA region. The North Carolina region, including Camp Lejeune, New River and Cherry Point locations, is pending a reconfigured wage determination from the Department of Labor to accommodate the CBA at Camp Lejeune. The CBA that was previously in place at MCAS Beaufort between Triple P and the Industrial, Technical and Professional Employees Union has expired and this location now falls under the South Carolina wage determination that was provided in the above cited amendment. Amendment 0002 deleted the Beaufort CBA.

Amendment 0003 to Solicitation M00027-00-R-0002 (West Coast) provides the standard wage determination for the Mono County, CA region that covers the Marine Corps Mountain Warfare Training Center, Bridgeport, CA. The other three regions, including: (1) San Diego County, CA (Camp Pendleton, MCRD San Diego, and Miramar) (2) San Bernardino County, CA (Twentynine Palms, CA) and (3) Yuma County, AZ (MCAS Yuma) are all pending a reconfigured wage determination from the Department of Labor to accommodate current CBAs that are in place at those locations. These will be provided in an amendment to the solicitation as soon as they are released by DOL.

The CBA with TMI at Camp Pendleton, CA that was completed in December 1998 is still in effect and has not been renewed since that time. The rates that will apply to this contract will be included in the reconfigured wage determination for San Diego County, CA.

The CBAs for Twentynine Palms, CA expired in November 1999 when the previous contractors were replaced by D.E.W. Management Services. To date, DEW and the unions have not completed a final labor agreement. The rates that will apply to this contract will be included in the reconfigured wage determination for San Bernardino County, CA.

167. Q: Besides messhall offices for messhall operations, will the USMC make available all other necessary office space for support staff required to perform tasks stated in the Offeror's proposal or will the Offeror be required to lease commercial office space outside the base?

A: The Marine Corps will provide limited on-base office spaces especially at the regional food services at Camps Lejeune and Pendleton and other locations as required. As stated in the RFP (paragraph C4.4) the Contractor is required to provide their own phone service, office equipment and office supplies.

168. Q: For the East Coast, please clarify the contract status of the Brig at Quantico (Messhall 3247). Will continue to be operated by FOU/ASC. If so, will it count towards total business goals/dollars?

A: FOU/ASC does not currently provide contract service to the Brig Messhall at Quantico. Since FOU/ASC provide services to 6 of the 7 remaining messhalls at Quantico it may be practical for them to provide M&FP services to the Brig Messhall as well.

169. Q: How does the factor of 10% Price Evaluation Preference for HUBZone work? Will you compare HUBZone use percentages against each other in the bids?

A: The 10% price evaluation factor applies to evaluations of proposals for the prime contract; it has nothing to do with use of HUBZone firms as subcontractors, which appears to be the basis for the second sentence. The factor is used in the evaluation of proposals that may be received from HUBZone small business concerns. This has to do with the evaluation of offers for the prime contract, whereby the contracting officer applies a factor of 10 percent to non-HUBZone proposals in accordance with FAR 19.1307. A HUBZone small business may be considered the low offeror, even if its price is up to 10% higher than the actual low offeror's price.

With respect to evaluating proposed HUBZone subcontracting goals in the small business subcontracting plan, each plan will be evaluated on its own merits. Higher proposed goals will receive higher points.

170. Q: What is the 2% "credit/payment" for HUBZone and Women-Owned Businesses and the 5% for Small Disadvantaged Business based on? Is it for surpassing the Marine Corps percentage goal or "stated monetary target?"

A: The incentive fee is calculated as a percentage of the dollars in excess of each goal set forth in the small business subcontracting plan. If the contractor exceeds the goal, the fee would be a percentage of the dollar amount over the goal. For example, if a 10% small disadvantaged business goal represents \$1 million, and the contractor's actual accomplishment is 20% or \$2 million, then his incentive fee would be calculated at 5% of the \$1 million by which he exceeded the goal, or \$50 thousand.

171. Q: Are there different goal percentages or dollar goals for HUBZone, women-owned, small disadvantaged businesses?

A: Yes, each large business offeror must propose, in its subcontracting plan, separate goals for HUBZone small business, women-owned small business, and small disadvantaged business, in addition to the overall small business subcontracting goal. The goals are established in terms of percentages, but each proposal must show the dollars on which the percentages are based.

168. Q: For the East Coast, please clarify the contract status of the Brig at Quantico (Messhall 3247). Will continue to be operated by FOU/ASC. If so, will it count towards total business goals/dollars?

A: FOU/ASC does not currently provide contract service to the Brig Messhall at Quantico. Since FOU/ASC provide services to 6 of the 7 remaining messhalls at Quantico it may be practical for them to provide M&FP services to the Brig Messhall as well.

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172. Q: How are the evaluation factors for the Small Business Plan assessed? If we exceed stated goals do we get extra points or if we do better than the competition do we get all the points? Is there a limit to the credit that is given?

A: The small business subcontracting plans will be evaluated in accordance with FAR 19.705, to ensure that the information, goals, and assurances are included as specified by FAR 19.704 and 52.219-9, which require that eleven elements be addressed: separate percentage goals, dollar amounts, supplies and services to be subcontracted, method used to develop goals, method for identifying sources, a statement concerning the use of indirect costs, the name of the subcontracting program administrator, a description of efforts to be used to provide subcontracting opportunities, assurances regarding flow-down of pertinent clauses, assurances regarding reporting and studies, and a description of records that will be maintained.

Past performance with respect to small business subcontracting on federal contracts (if any) will be considered.

Higher goal percentages will be evaluated more favorably.

Proposals will be evaluated on their own merits, and will be rated accordingly. If you "do better than the competition," you would not necessarily "get all the points." It is possible, for instance, that all offerors might each receive the highest possible rating if they all have outstanding small business subcontracting plans. Proposals will not be compared to one another when assigning ratings.

The small business subcontracting evaluation factor has a certain weighting, and the "limit to the credit that is given" would be the weight assigned to for this factor.

173. Q: Section M.3.4.1 (Price Evaluation) states that total evaluated amount for proposal base year period (5 years) and option years will be used in determining Best Price. Please clarify what total evaluated amount consists of and what is meant by best price? In addition, Section M.3.4.1 states that proposed price will be evaluated for price realism and the results of the analysis may be used in performance risk assessments and responsibility determinations. Is proposed price and total estimated price the same number? Explain how the results may be used in performance risk assessments and responsibility determination? What criteria will be used in this evaluation?

A: The total evaluated amount is the cumulative total of all priced CLINs. The proposed price is the same as the total estimated price; however, see below for discussion of potential overrun and underrun estimates in the cost evaluation. With respect to cost realism, each cost proposal will be compared to the approach set forth

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A: The total evaluated amount is the cumulative total of all priced CLINs. The proposed price is the same as the total estimated price; however, see below for discussion of potential overrun and underrun estimates in the cost evaluation. With respect to cost realism, each cost proposal will be compared to the approach set forth

in the associated technical proposal to assess the realism of the costs proposed (i.e., can the offeror perform as described in the technical proposal within the constraints set by the cost proposal?). Unrealistically low offers, indicative of a potential buy-in, will be considered in determining the risk inherent in awarding the contract to such an offeror, as well as in the evaluation of the responsibility of that offeror.

174. Q: Section M.3.4.1 (d) (Total Estimated Price) states that total estimated price will be determined by adding up all line items with the exception of those CLINS in M.3.4.1 above. For line items with estimated quantities, Best Estimated Quantities (BEQ) will be used for the price calculation. If the amounts for CLINS 0001, 0003, 0006, 0009, 0012, 0015, 0018, 0021 are the Target Prices for each year then how will elements like Target Price Per Meal, Ceiling Price Per Meal and Share Ratio be evaluated given they are not a line item? Will the price evaluation factors be applied separately against each line item? Is the total evaluated price the same as the total estimated price? What will be the potential overrun and underrun scenarios used in the evaluation?

A: Our cost evaluation will include various hypothetical overrun and underrun situations (i.e., percentage variances in actual cost over or under target cost), to assess the impact of the share ratio and ceiling price per meal proposed on the chargeable price per meal in each situation. This assessment will be performed for each Fixed-Price Incentive CLIN, and added to the total amounts proposed for the Firm-Fixed Price and Time and Materials CLINS. As a result, the Government will generate several evaluated prices for each offeror, each based on the targets, share ratio and ceilings proposed as applied to the evaluated overrun and underrun scenarios.

175. Q: Information provided by the Marine Corps for industry studies of food service at Camp Pendleton three years ago, indicated direct labor, subsistence and mess contracts cost about \$48M on 7.3M meals annually, or \$6.58 per meal. About the same time, a study on Advanced Food Technology for the Navy indicated per meal cost for the Marines on the West Coast was approximately \$6.33 per meal. Current costs for food service at Quantico is approximately \$7.8M per year on 1.2M meals annually, or \$6.50 per meal (the value of the mess contract of \$5.6M plus \$2.2M for subsistence based on FY00 East Coast BDFA of \$5.467). Collectively, it appears per meal cost to the Marines is somewhere in the \$6.45 range. Contrasted with the Marine Corps estimate of \$3.74 per meal CONUS-wide, there is 40% plus difference. Please substantiate the economic basis for the significant variance or describe what circumstances are significantly different at Pendleton and Quantico to create the variance.

A: The meal costs as determined by some of the industry studies and, in particular, by the cited study conducted for the Navy, determined the TOTAL cost of providing food service. Those costs

included all food service military, regardless of their assignment, and estimated utility costs for each messhall. Food service Marines assigned to the FMF are required for deployment support. When not deployed, they are intentionally overstaffed at some messhalls. Consequently, when their labor costs are included, the cost per meal is artificially inflated. Likewise, utility costs are transparent since it is provided by the Government. Including the cost of utilities and FMF Marines may result in an accurate TOTAL cost per meal, but it is not reflective of a reimbursable cost per meal. Internal studies conducted by HQMC in late 1998 and early 1999 determined that four of Quantico's messhalls were experiencing unusually low meals per labor hour productivity. Low productivity contributes directly to higher costs per meal, and is one of the factors that support baselining performance through regionalization.

176. Q: The Marine Corps FY 2001 President's Budget Submission indicates a \$90M budget for the total CONUS Food Service. Using the projected meal counts provided in Schedule B of the RFP, the cost per meal is projected to be \$3.03 per meal. If all offerors submit bids compliant with the provided Statement of Work and the bids are priced above \$3.03 per meal, will the Marines move forward with the procurement?

If all offerors submit bids compliant with the provided Statement of Work and the bids are priced above current cost estimates of \$3.74 per meal, will the Marines move forward with the procurement?

A: As has been discussed repeatedly, the U. S. Marine Corps is required to trim its food service program expenses. Failure to achieve significant savings through these regional contracts will result in no contract being awarded, and dramatic changes in the food service program.

177. Q: Meal data included in Enclosure (3) in Amendment 0001 indicates that in Field, Box, Bag Meals there are 332,088 for the West Coast and 1,821,391 for the East Coast. Is there any way that the Marine Corps could estimate for both regions the number of box lunches included in these Meals Away?

A: The Marine Corps cannot, at this point, provide a better breakdown of these meals. In the past, at most bases and stations, especially those with no previous contracted food services, these meal counts were never separated from the overall meal counts. There was never a need to break them out separately. However, through this process the meal counts for bag/box meals are included in the overall totals within the Full Menu and Fast Food Meals" as currently annotated in TE2 of the RFP.

The Marine Corps understands that box/bag meals are more labor intensive than general meal preparation, with individual bag/box meal component preparation, wrapping, bagging, etc., which may have

prompted this question. We also understand that food costs associated with box/bag meals are generally lower than for general meals. Each offeror has an alternative in this regard. A contractor may choose to conduct a cost benefit analysis between actual on-site preparation of bag/box meals or commercial off-the-shelf prepared sandwich meals and/or shelf stable bag meals/kit items available through many of DSCP Prime Vendors.

178. Q: Since the DOL on May 18, 2000 issued MEMORANDUM NO. 193 changing the SCA H&W requirement from \$1.63 to \$1.92, will the Marine Corps be issuing an amendment updating the requirement for this procurement?

A: The revised wage determinations that incorporate the new Health and Welfare benefits will be added when they become available to us.

179. Q: Are we correct that the dollars we propose to spend for work that is not done under a mandatory JWOD set-aside would count against the prime contractor's minimum 30 percent small business subcontracting requirement?

A: No. Only subcontracts with small businesses will count towards achievement of the 30% small business subcontracting requirement. The purpose of the 30% small business subcontracting requirement is to protect small business interests by providing subcontracting opportunities for small business. The intent is to ensure an equitable amount of small business subcontracting, since JWOD subcontracted dollars will count heavily under the small business subcontracting goals.

All subcontracted dollars with JWOD agencies, whether through mandatory set-aside subcontracts or independently subcontracted, will be counted towards achievement of the small business **goals** set forth in the subcontracting plan. However, the small business subcontracting **requirement** is separate from the goals to be set forth in the plan, although closely related and integral to the plan. Please refer to the answer to Question 106 attached to Amendment 0001, which states in part that: "The 30% mandatory small business subcontracting requirement is not the same as the small business subcontracting goal...." Additionally, the answer to Question 125 attached to Amendment 0001 states that: "JWOD is not included in the 30% mandatory small business requirement; however, JWOD is included in the small business goal calculations and reporting under the small business subcontracting plan." Furthermore, paragraph C1.5.2 states, in part, that "An acceptable Small Business Subcontracting Plan will reflect that at least 30% of the total contract amount ... 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). 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."

In summary, the small business subcontracting **requirement** is not the same as the small business subcontracting **goal**. Only subcontracts with small businesses count towards meeting the 30% small business subcontracting requirement. But all JWOD subcontracting does apply towards the small business subcontracting goal under the small business subcontracting plan.

180. Q: CLIN's 0001, 0002AA and 0002AB were amended and reduced by three months. Will the entire contract term including options be seven years and nine months? Or will the Marine Corps add CLIN's to make the term including options eight years? How will the term affect the cancellation ceilings in H.3?

A: The Marine Corps does not plan to add CLINs to account for the three-month reduction. Thus, as of this Amendment 0006, the contract term will be seven years and nine months (basic period of four years and nine months, plus three one-year options). The Program Years and cancellation ceilings cited in paragraph H.3 will continue to correspond to FY02 through FY05, the last four years of the multi-year portion of the contract, after the initial nine-month period. The dollar amounts and time periods stated remain unchanged.

181. Q: Section C5.18 TPR 9a. P5010 no longer provides numerical Sanitary Compliance Score (SCS). Scoring is based on critical and non-critical elements. Please clarify requirements for this section.

A: Please see text of this amendment for revision to cited Section C paragraph.

182. Q: Amendment 0004 provided a summary of effective CBA's and Wage Determinations. If cases where CBA's were deleted, i.e. Camp Pendleton and 29 Palms, and new Wage Determinations were published, the Wage Determination hourly rates are substantially less than those paid under the CBA's. It is unlikely that current employees were asked to accept reduced hourly pay rates, in some \$.70 per hour for Camp Pendleton and \$.98 per hour for 29 Palms.

Because of these large differences in pay rates, can the Marine Corps provide clarification as to what current rates are for these locations and others where a CBA is no longer valid and the wage determination minimums apply?

A: In those cases where a CBA is no longer in effect, and has not been replaced by a follow-on CBA, the wages and benefits set forth in the CBA remain valid. For pricing purposes, offerors should use the rates cited in those CBAs, and the Wage Determination for those classifications not covered by the CBA.

183. Q: *Many of the bases have contracts in place for locally procured items, particularly beverages. Bread, milk and ice cream are also acquired at each base through DSCP. Will the regional prime contractor be responsible for these items? For items currently acquired through DSCP, will the regional contractor have to pick up those same DSCP contracts, or does the contractor have the option of acquiring bread, milk and ice cream through other means?*

A: While the regional prime contractor will be responsible for providing subsistence items, including the above, use of DSCP contracts is not mandatory for locally procured items. The contractor may use DSCP or its own sources, whichever is deemed more advantageous. The contractor must have coverage in place to provide all subsistence items at all messhalls, as of the date the contractor begins providing service at each messhall under the phase-in plan. Additional information relative to such market-ready items was provided under Amendment 0001 to the solicitation.

184. Q: *Will the contract be covered by the Cost Accounting Standards (CAS)? Will a CAS statement be required to be submitted prior to award? Will the statement be reviewed as part of the pre-award audit?*

A: Due to its estimated dollar value, this contract will be subject to full CAS coverage. If the contract is awarded to a small business, as defined by FAR Part 19, the contract would not be subject to CAS. FAR 52.230-2, entitled Cost Accounting Standards and incorporated in Section I of the solicitation, will be in effect upon award of the contract, unless the contractor is exempt due to its small business status.

We are not requiring a Cost Accounting Standards Disclosure Statement to be submitted with the proposals. However, if offerors have CAS covered contracts, they may submit a Disclosure Statement with their proposal at their option to support their pricing proposal and provide information about their accounting system. If a pre-award survey is conducted, the CAS Disclosure Statement will be reviewed in conjunction with the review of the accounting system if the offeror already has CAS covered contracts. If the offeror does not have CAS covered contracts or is otherwise exempt from CAS, there will not be a requirement to provide a Disclosure Statement at that time. The successful offeror who is awarded the contract will be required to submit a Disclosure Statement within 60 days after contract award, unless exempt from CAS.

185. Q: *Reference Technical Exhibit 1, Performance Requirements Summary (PRS). We believe the approach to compute the formula used for deduction purposes needs to be revised because target price-per-meal includes both food and service cost. The contractor has little or no control over food cost given Government sources will be the*

primary provider. The PRS is service oriented and any deduction should correlate to our failure to provide a service. We recommend the approach for the formula be revised as follows: target minus food cost per meal times total number of meals served for the quarter. We believe this approach provides a fairer representation of the services that the contractor is actually providing. Request the approach for determining PRS deductions for random and planning sampling be revised.

A: Subsistence cost has been removed from the formula used for computing performance deductions. See Revised TE1 (Amendment 0008, Enclosure (1)).

186. Q: Reference Technical Exhibit 1, Performance Requirements Summary (PRS), Paragraph 12. Reinspection Fee states that in the event the Government must reinspect Contractor services, a reinspection fee, \$34.00 per hour, shall be assessed against the contractor. Per paragraph 11. Re-performance of Defective Work, given that the contractor shall not be required or entitled to re-perform, perform late, or otherwise correct defective work for the purpose of avoiding a defect for the day of evaluation and any applicable reduction in contract price, when will a Government reinspection be required and who makes that determination? How are the numbers of hours determined for a reinspection and the number of reinspections? How will the contractor pay the Government for any reinspection fee?

A: The Reinspection Fee paragraph has been deleted from the TE1 narrative. See Revised TE1 (Amendment 0008, Enclosure (1)).

187. Q: Will equipment maintenance be expected to commence on 1 October 2001, or will the start date be one year after contract award?

A: It remains a requirement that equipment maintenance will commence 1 October 2001.

188. Q: How will the current total cost of "approximately \$4.00" per meal be taken into account in evaluating offers? Will offers that include a ceiling price in excess of \$4.00 per meal be rejected? If not, how will such offers be evaluated? What range of variation from \$4.00 is implied by the word "approximately"?

Q: How will the "\$3.35 or less" amount be taken into account in evaluating offers? Will offers that include an annual target price (or actual price) greater than \$3.35 be rejected? If not, how will such offers be evaluated?

A: All offers, including those proposing ceiling prices above \$4.00 and target prices above \$3.35, will be evaluated. It is possible that offers above these two figures could be acceptable if: (1) the technical merits of the proposal reflect it to represent the

best value and worth the price proposed; and/or (2) higher prices are proposed for one or more years, but savings are projected over the total 8-year "life-cycle" of the contract. Proposals offering life-cycle pricing above the amounts presently budgeted by the Marine Corps, with escalation in the out years, will not be evaluated as favorably as those below that level. The significance of the word "approximately" is in the context of how much we are presently incurring rather than how much we are willing to pay; i.e., our present cost was computed to \$4.03, or approximately \$4.00 per meal.

189. Q: Is either the "approximately \$4.00" or the "\$3.35 or less" amount considered to be a "price offered by independent market sources" or an "Independent Government Cost Estimate" for purposes of the comparison described in Sec. M.3.4.1, para. (c)? If so, provide details.

A: \$4.00 represents our actual costs. \$3.35 is an internal Marine Corps figure based on anticipated costs and potential savings we desire to achieve.

We are concerned that the Ceiling Price Per Meal provision establishes a false or inappropriate comparison between the costs of contractor performance and costs of in-house Marine Corps performance. More specifically, we are concerned that: (i) the "approximately \$4.00" and "\$3.35 or less" amounts do not include all direct and indirect costs of in-house Government performance; and (ii) the Statement of Work ("SOW") includes performance obligations and costs for the contractor that are different from the in-house performance and costs of the Government. As one aspect of this, the Solicitation directs the contractor to use sources of certain supplies and services, but the rates for those supplies and services are left open to negotiation between the contractor and the directed source (virtually assuring that the contractor's costs will be higher than the in-house costs of the Marine Corps). All of this makes invalid the comparison of contractor costs to costs of in-house performance by the Marine Corps - which in turn raises concerns about Solicitation reasonableness and compliance with OMB Circular A-76, the Federal Activities Inventory Reform Act of 1998 ("FAIR Act") and 10 U.S.C. §2462(b). In this connection, please respond to the following [3] questions:

190. Q: Do the "approximately \$4.00" and "\$3.35 or less" amounts include - and, if not, will these amounts be modified to include - all of the Government's direct and indirect costs, including the following: project management, quality control, administration and overhead; mess hall management; and general and administrative costs?

A: This acquisition does not involve an A-76 study. The indirect costs listed above are not relevant to the project. The figures cited derive from our estimates of the level of effort required under these contracts.

191. Q: Will the Marine Corps modify the "approximately \$4.00" and "\$3.35 or less" amounts to include the contractor's costs associated with purchases of supplies and services from directed sources?

A: The Marine Corps does not intend to revise the figures cited. We realize that possible increases as a result of directed sources could impact cost proposals -- offerors should submit their best pricing proposals, considering advanced food technology to minimize the potential impact.

192. Q: Do you anticipate that cost/price proposals will be evaluated for reasonableness and realism by comparing contractor and Government costs for only those specific cost items mentioned in Q/A # 104?

A: The focus of the cost evaluation will be an assessment of whether the pricing proposal is a reasonable and realistic reflection of the technical proposal. The specific cost elements listed in Q/A #104 will not enter into the reasonableness/realism evaluation.

193. Q: The government is asking the offeror to submit pricing by labor categories in sufficient detail to determine that the price in its proposal is realistic for the work to be performed (i.e., demonstrate the requirements of Section C.5 are met). Therefore, providing direct labor pricing in only two labor categories, cooks and mess attendants, would not be sufficient. Rather, the categories need to be aligned with the C.5 requirements. For example, mess attendants would further be categorized into such positions as, salad preparation, salad bar service, beverage bar service, storeroom, custodial, etc. Is this interpretation correct?

A: Paragraph L.10.2 leaves discretion to each offeror to propose any and all labor categories required, not necessarily limited to cooks and mess attendants.

194. Q: Can you please clarify what is needed in Vol. One for Contract Administration data? Is this our Contract Administrator info or our DCAA information?

A: Per para L.9 of the solicitation, Contract Administration Data (Section G) and Representations, Certifications and Other Statements of Offerors (Section L) should be completed and provided in Volume I. For Section G, this refers to Paragraph G.1(b), the address of the Defense Contract Audit Agency office supporting your company.

195. Q: According to Solicitation paragraph H.5(c), conventional staffing (i.e., without advanced food technology) at Quantico is already established in pricing of the current subcontract between Fairfax Opportunities Unlimited (FOU) and American Service Contractors

(ASC), which the prime contractor is required to honor at least until 31 December 2003. Adjustments to this conventional staffing may be made but only to the extent of savings offerors can demonstrate to result from cook/chill or other advanced food technology. We would appreciate clarification of this point.

A: The basis for the Marine Corps agreement to the wording in paragraph H.5(c) is that it recognizes the existing FOU/ASC contract, and puts prospective regional offerors on notice that they must subcontract with the FOU/ASC team. The focus of our discussions leading to inserting the paragraph (c) verbiage in the original H.5 clause related primarily to the issue of messhall management, particularly with respect to the statement in our MOU with the Committee that the decision as to who will perform messhall management will be at the discretion of the regional prime contractor. The JWOD Committee requested that the Marine Corps set aside Quantico as an exception to that MOU provision, due to the existence of the standing FOU/ASC agreement under which ASC is assigned management responsibilities. The Marine Corps decided to honor the agreement. Accordingly, the regional prime could not displace ASC with another subcontractor or perform functions being performed by ASC, at least through 31 December 2003.

Paragraph H.5(c) may not be read to imply that potential staffing adjustments under the regional contract must wait until some type of advanced food technology is available for Quantico operations. While we believe it would be difficult to achieve the significant savings desired without application of some type of advanced food technology, the use of cook-chill or other such technology is not mandatory. Significant cost savings are mandatory. Thus, if an offeror can realize savings without advanced food technology, that would be acceptable to us. For this reason, we expect savings from Day 1 of performance under the regional contracts. If prospective prime contractors can propose reasonable, achievable efficiencies and cost reductions at any messhalls supported by Community Rehabilitation Programs (CRPs), whether based on advanced food technology or not, we would expect that such changes would be agreed to for the benefit of all parties concerned. From that standpoint, Quantico's messhalls are no different from any other presently being serviced by a CRP -- while a CRP (including, in Quantico's case, ASC) may have been performing services for a number of years at a site, a third party may be able to recommend improvements based on their own experience and expertise. The synergy resulting from discussions involving those having performed services at a location over an extended period and a third party familiar with commercial operations should lead to some level of significantly increased efficiencies, in both conventional staffing and in staffing associated with advanced food technology, at all our CRP messhalls. In Quantico's case, the existing contract should not be an impediment to achieving cost savings, whether from cook-chill or any other cost-reduction initiatives.

196. The language "delay in the commencement of performance" could mean that the bidders' actual costs of performance (e.g. food cost, operational cost, capital cost) could be different (lower or higher) than those reflected in the first FPR. Is this a correct interpretation of your January 24th letter?

A: We would anticipate that the projected costs of performance will change from that proposed in the first Final Proposal Revisions. However, the basis for the changes must be clearly delineated and adequately substantiated. Any changes must be solely attributable to the delay rather than to changes in an offeror's technical approach, management philosophy or assumptions.

197. Is use of the rates set forth in the current Wage Determinations (WDs) and Collective Bargaining Agreements (CBAs) mandatory, or may an offeror submit pricing based on the WDs and CBAs in effect for its earlier submission?

A: Offerors' second FPR pricing should be escalated to reflect the current WD and CBA rates.

198. If an offeror uses rates lower than those cited in the existing WDs and CBAs, how would the USMC react in evaluation?

A: We would not reject such a proposal, or adjust the rates upward for evaluation purposes, but as with any pricing figures considered unrealistically low we would assess the impact in the context of performance risk and/or responsibility.

199. May offerors propose rates higher than those contained in current WDs and CBAs, if considered necessary to attract and retain qualified personnel?

A: Yes, the WD and CBA rates are minimums only.

200. May an offeror revise its target profit or share ratio, from those set forth in its first FPR?

A: No, such a revision would be a change in pricing not attributable to the delay in the period of performance.

201. May an offeror lower its indirect rates below those proposed in its first FPR, and cap those rates?

A: Direct or indirect rates may be increased or decreased, if the revisions are supported by changed conditions (e.g., expansion in new business, change in accounting procedures) rather than a new competitive approach. For an offeror to incorporate a rate cap for the first time in its second FPR, and link that cap to an unrealistically low rate, would be considered in our risk and/or responsibility assessments.

202. The Contract Line Item Numbers (CLINs) cited in paragraph M.3.4.1 do not match those cited in Section B.

A: The CLINs listed in paragraph M.3.4.1, which include "AF" subCLINs, are in error. They should include "AC" subCLINs only. The correction can be found in enclosure (2) to Amendment 0016.

203. Please provide a definition of "direct rates" as used in response to question 6 for the East Coast and question 7 for the West Coast.

A: Direct rates are hourly pay rates for individuals or labor categories.

204. Please provide a definition of "indirect rates" as used in response to question 6 for the East Coast and question 7 for the West Coast.

A: Indirect rates are those percentages or multipliers associated with indirect costs. These may be applied to either direct labor (e.g., labor overhead, worker's compensation, FICA), supplies (e.g., material burden), or cost subtotals (e.g., general and administrative expense).

205. The Marine Corps suggests in response to question 3 for the East Coast and question 4 for the West Coast that an offeror may propose rates that are lower than the rates in the existing WDs and CBAs. If this is true, how does the Marine Corps plan on verifying whether the offerors' Second FPRs are compliant with the applicable WDs and CBAs?

A: Our responses to the questions cited above should be read in conjunction with those immediately preceding, in which we stated, "Offerors' second FPR pricing should be escalated to reflect the current WD and CBA rates." Our intent in these responses was to state that the rates set forth in Collective Bargaining Agreements (CBAs) and Department of Labor Area Wage Determinations represent minimums, and compliance with such rates will be mandatory under the resultant contracts. Labor rates proposed below those levels will not only be considered unrealistically low, but would also preclude contract award to that offeror based on that proposal. To clarify our responses in Amendment 0016, the USMC cannot accept an offer that proposes rates below those mandated by applicable Area Wage Determinations and CBAs under the Service Contract Act; this would constitute a proposal deficiency that would render a proposal unacceptable.

206. Please clarify what types of changed conditions are considered "attributable to the delay" in performance as discussed in response to question 1 for the East Coast and question 2 for the West Coast.

A: The question reflects some confusion involving several questions and answers provided in Amendment 0016. Changed conditions were mentioned in Answer 6 for the East Coast and Question 7 for the West Coast in the context of revised direct and indirect rates (see Answers 1 and 2 above). That is, should changed conditions result in a change in an offeror's rates, updated rates should be incorporated in that offeror's Second FPR. The words "attributable to the delay" in Questions 1 and 2 relate to the revised cost of providing the required supplies and services, using the same approaches as described in the offeror's initial proposal and First FPR. It is anticipated that the new period of performance will result in changes in pricing for labor and subsistence, but that revised pricing must be based on the same labor and subsistence as proposed in the First FPR. Unless a specific exception was made in discussions with an offeror, revisions in the levels or types of proposed labor or subsistence, based on new technical approaches, should not be introduced in offerors' Second FPRs.

5. May an offeror correct an arithmetic error from our First FPR?

A: Yes. Offerors should explain the basis for such a change in their Second FPRs.

ATTACHMENT XIII

**SMALL BUSINESS SUBCONTRACTING
PLAN**

1.0 Small Business Subcontracting Plan (L.11.2.2)

Date: March 7, 2002

**Contractor: Sodexo Management, Inc. Address: 9801 Washingtonian Boulevard;
Gaithersburg, MD Solicitation Number: M00027-00-R-0001**

Contract Number: TBD

The following, together with any attachments, is hereby submitted as our Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OPFF Policy Letter 80-2.

Sodexo Management, Inc. (Sodexo) is committed to providing Small Business, Small Disadvantaged Business, Women-Owned Small Business, and HUBZone Small Business (SB/SDB/WOSB/HUBZone) every possible opportunity to compete for planned procurement requirements within their capabilities. Our plan, which follows, provides us the mechanism to achieve our goals and the appropriate documentation to demonstrate program compliance.

As we encourage participation by these groups, not only will we provide the subcontracting opportunities, we will also ensure that payments to our subcontractors are timely in accordance with the payment terms of the subcontracts. The terms will be structured so as not to place unreasonable burden on the subcontractor.

1.1 Extent of Participation with SB/SDB/WOSB/HUBZone Businesses

Sodexo has formulated realistic and challenging goals for our SB/SDB/WOSB/HUBZone participation plan. We have already formed agreements with Son's Quality Food Company, Fairfax Opportunities Unlimited and Bradford & Byrd Associates, Inc. to perform work under this participation plan. We believe once we assume operational responsibility for this project we will be able to locate other businesses to meet and exceed our aggressive goals.

(a) The following percentage goals (expressed in terms of a percentage of total subcontract and purchasing dollars) are applicable to the contract awarded under the solicitation cited.

- (i) Small Businesses: 53.0% of total planned subcontract and purchasing dollars under this contract will go to subcontractors who are small businesses.

- (ii) Small Disadvantaged Businesses: 10.9% of total planned subcontract and purchasing dollars under this contract will go to subcontractors who are small businesses owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.1(a)(i) above, as a subset.
- (iii) Women-Owned Small Businesses: 4.9% of total planned subcontract and purchasing dollars under this contract will go to subcontractors who are small businesses owned and controlled by women. This percentage is included in the percentage shown under 1.1(a)(i) above, as a subset.
- (iv) HUBZone Small Businesses: 4.0% of total planned subcontract and purchasing dollars under this contract will go to subcontractors who are HUBZone small business companies. This percentage is included in the percentage shown under 1.1(a)(i) above, as a subset.
- (v) JWOD-nondirected: 6.5% of total planned subcontract and purchasing dollars under this contract will go to subcontractors who are nonprofit small business companies. This percentage is included in the percentage shown under 1.1(a)(i) above as a subset.
- (vi) JWOD-directed: 26.7% of total planned subcontract and purchasing dollars under this contract will go to JWOD subcontractors. This percentage is included in the percentage shown under 1.1(a)(i) above as a subset.

The following subcontract and purchasing dollar values are provided for all year.

- (b) The total estimated dollar value of all subcontract dollars (to all types of businesses) under this contract is \$308,778,978.
- (c) The following dollar values correspond to the percentage goals shown in (a) above.
 - (i) Total contract dollars to be subcontracted to small businesses is \$163,530,701.
 - (ii) Total contract dollars to be subcontracted to small disadvantaged businesses is \$33,551,859. This dollar amount is included in the amount shown under 1.1(c)(i) above as a subset.

- (iii) Total contract dollars to be subcontracted to women-owned small businesses is \$15,179,557. This dollar amount is included in the amount shown under 1.1(c)(i) above as a subset.
- (iv) Total contract dollars to be subcontracted to HUBZone small businesses is \$12,386,991. This dollar amount is included in the amount shown under 1.1(c)(i) above as a subset.
- (v) Total contract dollars to be subcontracted to JWOD-nondirected concerns is \$20,011,989.
This dollar amount is included in the amount shown under 1.1(c)(i) above as a subset.
- (vi) Total contract dollars to be subcontracted to JWOD-directed concerns is \$82,400,304. This dollar amount is included in the amount shown under 1.1(c)(i) above as a subset.

Acting in good faith, Sodexho will rely on written representations by our SB/SDB/WOSB/HUBZone subcontractors unless we have reason to believe otherwise, in which case we will take necessary steps to ascertain size status and/or ownership status. Son's Quality Food Company is a qualified HUBZone Small Business concern. Their certification letter is included for your review.

Figure 1.1-1 represents the completed calculation of the mandatory 30% small business requirement from Section C1.5.2 of the RFP. *Figure 1.1-2* shows that Sodexho's subcontracting plan is compliant with the mandatory 30% for profit small business requirement.

1.2 Principle Supplies/Services Subcontracted to SB/SDB/WOSB/HUBZone Businesses

Sodexho has carefully selected a variety of areas to be subcontracted to small businesses, ranging in complexity to allow small businesses of varying types the opportunity to compete and deliver.

(d) The principal products and/or services to be subcontracted under this contract, and the distribution among SB/SDB/WOSB/HUBZone businesses are displayed in **Figure 1.2-1**.

(e) The following method was used in developing subcontract goals.

Our subcontracting goals represent insight and judgment based on Sodexho's 70 years of food service experience combined with extensive research in the East Coast region. Subcontracting opportunities identified by Sodexho are continuously assessed for SB/SDB/WOSB/HUBZone participation. Our corporate policy is to actively work to first place requirements with SB/SDB/WOSB/HUBZone businesses to the maximum extent possible. In keeping with this standard practice, Sodexho first considered the amount of work to be performed in executing the USMC East Coast Region Contract. Second, we considered the opportunities to subcontract additional work with local SB/SDB/WOSB/HUBZone businesses. To provide cost-effective services, Sodexho balances services that are self-performed with those that can be efficiently subcontracted, as determined through a make-buy analysis. Whenever the choice is to go outside, we focus on local firms, then widen our source list as needed, continuing to seek SB/SDB/WOSB/HUBZone businesses whenever practicable. Previous make-buy analyses on similar contracts and programs have yielded the typical subcontracted supplies/services previously identified in Figure 1.2-1. Also based on previous experience, we determined that the majority of the items and services on our list for subcontracting can be provided effectively and economically by SB/SDB/WOSB/HUBZone

businesses. A local survey confirmed that there are numerous SBs, as well as some SDBs and WOSBs, who provide the supplies and services Sodexho plans to subcontract. Figure 1.2-1 above reflects the results of this survey.

Our efforts to identify new potential sources for the supplies and services we intend to purchase included the following:

- ❖ Advertising for subcontractors in the local papers
- ❖ Announcing SB/SDB/WOSB/HUBZone subcontract opportunities on Sodexho Procurements/Subcontracts Home Page

- ❖ Hosting an Open House attended by subcontractors
- ❖ Reviewing sources accessed through the Small Business Administration's Procurement Automated Source System (PASS)
- ❖ Reviewing Sodexho's pre-qualified listing of sources in the East Coast

Upon thorough review of potential subcontractors or suppliers identified through our extensive research effort, Sodexho developed a listing of firms in the four small business categories who will be contacted to compete for the supplies and services we plan to subcontract. As part of our continuing effort to identify capable SB/SDB/WOSB/HUBZone subcontractors for supplies and services, we are continuing our discussions with local vendors.

(f) Indirect and overhead costs (check below):

_____ Have been included in the goals specified in 1.1(a), 1.1(b) and 1.1(c).

_____ Have not been included in the goals specified in 1.1(a), 1.1(b) and 1.1(c).

(g) If have been is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small businesses, small disadvantaged businesses, and women-owned businesses.

N/A

1.3 Extent of Commitment to use SB/SDB/WOSB/HUBZone Businesses

Sodexho has been, and will continue to be, committed to the utilization of SB/SDB/WOSB/HUBZone Small Businesses. We have developed aggressive goals for SB/SDB/WOSB/HUBZone subcontracting as discussed in 1.1(a), and we intend to meet and exceed our goals. Our procurement and subcontracting procedures require our Contract Administrator and Purchasing Specialists to openly advertise for requested services and to maintain a list of pre-qualified vendors and subcontractors. Since the majority of the items and services can be provided by SB/SDB/WOSB/HUBZone firms, we will initially allocate and set aside all requirements for purchasing and subcontracting services for one of the four categories. While meeting our goals, we will effectively and efficiently subcontract to qualified SB/SDB/WOSB/HUBZone subcontractors, holding them to the high standards the USMC expects from Sodexho.

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2.0 Subcontracting Program Administration

The following individual will administer Sodexho's subcontracting program for this contract:

This individual's specific duties, as they relate to Sodexho's subcontracting program, are as follows:

General overall responsibility for the program, the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- (a) Developing and maintaining bidders lists of SB/SDB/WOSB/HUBZone businesses from all possible sources.
- (b) Ensuring that procurement packages are structured to permit SB/SDB/WOSB/HUBZone businesses to participate to the maximum extent possible.
- (c) Assuring inclusion of SB/SDB/WOSB/HUBZone businesses in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit SB/SDB/WOSB/HUBZone participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders lists.
- (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by SB/SDB/WOSB/HUBZone businesses.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Policy Letter 95-507.
- (j) Monitoring attainment of proposed goals.
- (k) Preparing and submitting required periodic subcontracting reports.

(l) Coordinating Sodexho's activities during the conduct of compliance reviews by Federal agencies.

(m) Coordinating the conduct of Sodexho's activities involving its SB/SDB/WOSB/HUBZone Small Business Subcontracting Program.

Sodexho's Program Administrator has responsibility for assuring set-asides for SB/SDB/WOSB/HUBZone businesses are used on the contract, providing administrative oversight of local/regional announcements advertising subcontract opportunities, and coordinating with Sodexho's corporate office to maintain the pre-qualified subcontractors database and advertise subcontract opportunities on Sodexho's Web site Procurements/Subcontracts Home Page.

3.0 Outreach

Sodexho is committed to the success of this program. We will make the following specific efforts to ensure SB/SDB/WOSB/HUBZone small businesses will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

(i) Contacts with minority and small business trade associations:

- ❖ Minority Trade Associations/Unions
- ❖ Small Business Development Council(s) (SBDC)
- ❖ Advertisements in local newspapers announcing requests for bid for the specific type of work requested and including a preference for SB/SDB/WOSB/HUBZone Small Business firms
- ❖ Electronic advertisements for SB procurement subcontracting opportunities on the Sodexho Web-site Procurement Home Page and on various local/regional SB electronic bulletin boards.

(ii) Contacts with business development organizations:

- ❖ Local area Chambers of Commerce
- ❖ Government Agency Coordination Offices (GACO)
- ❖ Electronic Commerce Resource Centers (ECRC)

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- ❖ Small Business Administration (SBA)
- ❖ GSA Marketing Representatives
- ❖ DoD Deputies for Small Business
- ❖ Small Business Specialists (SBS) Ñ (Replacement for SADBUs)
 - (iii) Attendance at small and minority business procurement conferences and trade fairs:
 - (iv) Sources will be requested from SBA's PASS system. Other automated systems to be used include:
 - ❖ Internet Databases
 - ❖ Thomas Register
 - ❖ The Big Yellow
 - ❖ PRO-Net (SBA Database)
 - ❖ SCORE (Senior Corps of Retired Executives)
 - ❖ Sodexho Database of Pre-Qualified Subcontractors and Suppliers.
- (b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted.
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) SB/SDB/WOSB/HUBZone business source lists, guides and other data identifying SB/SDB/WOSB/HUBZone businesses will be maintained and utilized by Sodexho buyers in soliciting subcontracts.

4.0 Use of Small Business Clauses

Sodexho agrees that the clause entitled Utilization of Small, Small Disadvantaged, Women-Owned Small Business, and HUBZone Small Businesses will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except small businesses who receive subcontracts in excess of \$500,000, will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The

acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB/SDB/WOSB/HUBZone small business subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to the subcontractors facilities to review applicable records and subcontracting program progress.

5.0 Studies/Surveys and Reports

Sodexho agrees that we will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, and (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and (SF) 295, Summary Subcontract Report, in accordance with the instructions on the forms.

6.0 Records

Sodexho will maintain the following types of records to ensure demonstration of procedures adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of offeror's efforts to locate SB/SDB/WOSB/HUBZone small businesses and to award subcontracts to them:

- (a) All contracts with qualified firms, by qualifying segment, and the volume represented.
- (b) Source lists of qualified businesses, and dated list review and modification record.
- (c) Record of inquiry and discussion with qualified program plan SB/SDB/WOSB/HUBZone small businesses.
- (d) All subcontract bids with data regarding award, qualifying status, and award justification summary.
- (e) Record of Outreach efforts by the Program Administrator and other key management personnel.
- (f) Record of inquiry and discussion with qualified 8(a) and ANC 8(a) concerns.

United States Marine Corps
Regional Garrison Food Services (East Coast)
Contract: M00027-02-C-0001

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ATTACHMENT XIV

**QUARTERLY MEAL RECONCILIATION
GUIDANCE**

MEAL RECONCILIATION - EXAMPLE

Using estimate of 13,000,000 meals/year = 500,000 meals estimated bi-weekly
Target Price per Meal of \$3.25 for purposes of this example

Bi-Weekly Payment	Estimated Meals	Actual Meals	TP/M	Provisional Payment	Meals Over/Under	Credit/ Debit
1	500,000	480,000	\$3.25	\$1,625,000		
2	500,000	470,000	3.25	1,625,000		
3	500,000	480,000	3.25	1,625,000		
4	500,000	490,000	3.25	1,625,000		
5	500,000	500,000	3.25	1,625,000		
6	500,000	490,000	3.25	1,625,000		
First quarter	3,000,000	2,910,000			(90,000)	(\$292,500)
7	500,000	510,000	3.25	1,332,500		
8	500,000	530,000	3.25	1,625,000		
9	500,000	500,000	3.25	1,625,000		
10	500,000	520,000	3.25	1,625,000		
11	500,000	510,000	3.25	1,625,000		
12	500,000	510,000	3.25	1,625,000		
13	500,000	530,000	3.25	1,625,000		
Second quarter	3,500,000	3,610,000			110,000	\$357,500
14	500,000	490,000	3.25	1,982,500		
15	500,000	520,000	3.25	1,625,000		
16	500,000	500,000	3.25	1,625,000		
17	500,000	480,000	3.25	1,625,000		
18	500,000	490,000	3.25	1,625,000		
19	500,000	520,000	3.25	1,625,000		
Third quarter	3,000,000	3,000,000			0	\$0
20	500,000	540,000	3.25	1,625,000		
21	500,000	520,000	3.25	1,625,000		
22	500,000	500,000	3.25	1,625,000		
23	500,000	490,000	3.25	1,625,000		
24	500,000	480,000	3.25	1,625,000		
25	500,000	490,000	3.25	1,625,000		
26	500,000	510,000	3.25	1,625,000		
Fourth quarter	3,500,000	3,530,000				
TOTALS	13,000,000	13,050,000		\$42,315,000		

As soon as the meal overage/underage for each quarter is computed, the next available bi-weekly payment in the following quarter will be adjusted by the meal overage/underage. In this example, adjustments are made in Payments 7 and 14, based on the credit/debit calculation from the previous quarter. No adjustment is necessary for the third quarter, since the quantity of meals served equals the estimate. An adjustment is never performed for the fourth quarter, as the credit or debit would be applied to the next contract year and not to the year to which it pertains. The fourth quarter adjustment will effectively be subsumed by the annual cost and fee calculation performed in the first quarter of the following contract year.

To complete the exercise, based on the example on the preceding page and the hypothetical situation below, a final payment could be computed as follows:

If the following were proposed:

Share Ratio = 70/30

Ceiling Price Per Meal = \$3.50

Target Cost Per Meal = \$2.95

Target Profit Per Meal = \$0.30

Thus, Target Price Per Meal = \$3.25

And if:

Actual number of meals = 13,050,000 (from preceding page)

Actual Cost Per Meal = \$3.10

Results in a \$0.15 overrun (\$3.10 - \$2.95)

Contractor's share = \$0.03 (\$0.15 x 30% from share ratio)

Final Profit Per Meal = \$0.27 (\$0.30 - \$0.03)

Final Price Per Meal = \$3.37 (\$3.10 + \$0.27)

Total Final Cost = \$43,978,500 (13,050,000 x \$3.37)

Total Cost Incurred for Year	\$43,978,500
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Plus Subcontracting Performance	-----	(based on exceeding goals)
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Less Performance Deductions	-----	(cannot be recouped)
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Less Amount Already Paid	<u>42,315,000</u>
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Amount Due	\$ 1,663,500
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