

CONTENTS OF AGREEMENT PACKET

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT ("CALL WHEN NEEDED")

NOTE: This packet of documents is to be used FOR PRE-SEASON AGREEMENTS for dozers, heavy equipment, fallers, ambulances, fire camp support (such as portable toilets, showers, kitchens, yurts, generators), buses/vehicles, and aircraft/aviation support.

These documents are NOT to be used for emergency contracts executed during fire season, hiring individual firefighters, or agreements between DNR and other firefighting agencies.

1. Contractor's checklist prior to submitting agreement packet
2. Fire Suppression Resources Availability Agreement
3. Attachment A – Contractor Contact Information and Insurance Certificates
4. Attachment B – Availability and Standby Rates
(DNR Standard Wage & Equipment Rate Guide)
5. Attachment C – Wage & Equipment Rates that Differ from the Guide
6. Attachment D – Mobile Kitchen Facility Specifications

DNR AGREEMENT NO. _____

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT NO.

CONTRACTOR'S CHECKLIST PRIOR TO SUBMITTING AGREEMENT PACKET
THIS FORM IS NOT PART OF THE AGREEMENT

BEFORE DNR SIGNS THIS AGREEMENT, CONTRACTOR NEEDS TO –

- Let DNR know which, if any, of the equipment is under a current FEDERAL resource availability "VIPR" contract. (If Contractor has a VIPR agreement, a separate agreement with DNR may not be needed.)
- Complete and sign agreement, initial bottom of pages where indicated.
- Complete Attachment A with contact information and attach certificates of insurance coverage.
- Review and Initial Attachment B –Availability and Standby Rates
- If needed, complete (with DNR) Attachment C – Wage & Equipment Rates that differ from the Guide.
- Obtain copy of DNR's Standard Wage & Equipment Rate Guide.
- Complete Attachment D – Mobile Kitchen Facilities Specifications.

**BEFORE CONTRACTOR'S EQUIPMENT/OPERATOR ENGAGE IN FIREFIGHTING
ACTIVITY AT AN INCIDENT -**

- Obtain DNR's pay document forms and confirm your DNR point of contact and submittal address.

Return both copies of ***entire*** signed agreement packet ***with all applicable attachments*** to:

State of Washington
Department of Natural Resources
Attention: _____

Please retain copies for your records.
A completed signed agreement will be returned to you.

DNR AGREEMENT NO. _____



WILDFIRE

FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT

DNR Agreement No. _____

This Agreement is entered into by the State of Washington, Department of Natural Resources, hereafter referred to as DNR, and _____ hereafter referred to as the Contractor.

Purpose: The purpose of this Agreement is to contract for equipment and services from the Contractor to be used for fire suppression activities when under the supervision of DNR –recognized wildland fire personnel.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the Agreement requirements to perform the work in a safe manner and to a professional standard. By entering into this Agreement with DNR to provide wildfire suppression resources, Contractor certifies and agrees that its equipment and operators will meet or exceed DNR’s minimum specifications.

The Contractor understands this Agreement will be used only when needed as determined solely by DNR. DNR is not obligated to use the Contractor. DNR is obligated to compensate the Contractor only if the Contractor is dispatched to a wildfire incident by DNR and the Contractor otherwise complies with all of the material terms of this Agreement.

Authority: Under RCW 76.04.015 and RCW 76.04.181, DNR may enter into preemptive agreements with landowners and others who have firefighting capability that may be utilized in DNR wildland fire suppression efforts.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated herein by reference, the parties mutually agree as follows:

1.01 The Contractor Shall:

- (a) When requested by DNR, promptly provide the requested personnel and equipment for fire suppression operations or to be on standby for such operations.
- (b) Comply with the personnel and equipment requirements contained in this Agreement, including all Attachments which are incorporated herein by reference.
- (c) Require the Contractor’s personnel and equipment to be under the supervision of DNR-

recognized wildland fire personnel when engaged or supporting in fire suppression activities. Such personnel and equipment must remain under such supervision until DNR-recognized wildland fire personnel release them from the assigned wildfire incident (Incident).

- (d) Ensure the personnel and equipment furnished under this Agreement meet the standards specified in this Agreement to accomplish the fire suppression activities as assigned.
- (e) Ensure all personnel provided have training and qualifications for the work performed under this Agreement, evidenced by possession of a valid DNR safety and skills qualification document, or the equivalent as determined by DNR.
- (f) Ensure all personnel arrive at the Incident with the proper personal protective clothing and equipment (PPE) consistent with the criteria of WAC 296-305-07012 Personal protective clothing and equipment for wildland firefighting. The 2005 edition of NFPA 1977, Standard Protective Clothing and Equipment for Wildland Firefighting, shall serve as a guideline for determining performance characteristics of this clothing. Contractor shall be responsible for ensuring the PPE is operable, used, and maintained in good repair throughout the duration of any assignment. PPE shall include:
 - (1) Protective apparel
 - (A) Hardhat/helmet
 - (B) Upper torso shirt, Flame Resistant Aramid, and lower torso Flame Resistant Aramid (Nomex) Pants
 - (C) Gloves – Leather
 - (D) Goggles
 - (2) Boots – Leather lace-up of sturdy construction which shall extend upward a minimum of 8 inches above the top of the sole, which shall be slip resistant.
 - (3) Fire Shelter – Must meet or exceed the United States Forest Services’ Missoula Technology and Development Center (MTDC) design criteria and performance requirements for “new generation fire shelters.”
- (g) Be responsible for any fines or penalties imposed upon the Contractor or the Contractor’s employees or equipment.
- (h) Bring this Agreement, including Attachments and any amendments, to the Incident, and upon arrival at the Incident, present these documents to the Incident Timekeeper or other point of contact provided by DNR.

2.01 DNR Shall:

- (a) Provide dispatch instructions to the Contractor when assigned to fire suppression operations or when placed on standby.
- (b) Release the Contractor’s personnel and equipment as soon as possible when no longer needed at a wildfire incident.

(c) Provide safety training and certification to Contractor's personnel, or accept other certified training in lieu of DNR training, in DNR's sole discretion.

3.01 Period of Performance: Subject to its other provisions, this Agreement shall be effective on the last signature date of this Agreement, and shall remain in full force and effect until _____ unless extended by mutual agreement or terminated by either party as provided herein.

4.01 Independent Capacity of Contractor: The Contractor and its employees or agents performing under this Agreement are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the state of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to such employee under Washington law.

5.01 Right of Inspection: The Contractor shall provide right of access to its facilities, equipment and personnel to DNR, any of its employees, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

6.01 Compensation and Payment: The Contractor shall be compensated for services provided under this Agreement in accordance with DNR's current Wage & Equipment Rate Guide for Wildfire Resources (Guide), which is incorporated herein by reference. Any equipment and services rates that vary from the Guide must be agreed upon by both parties in writing, using Attachment C to document rates that vary from the Guide.

DNR will pay Contractor upon acceptance of services provided and receipt of complete and accurate pay documents, at the DNR office indicated on the Checklist. In order to be paid, the Contractor will need to use the forms provided by DNR when the Contractor checks in at an Incident. Payments made by DNR shall be considered timely if DNR authorizes the release of payment within thirty (30) days after receipt of Contractor's pay documents deemed acceptable by DNR. Payment shall be sent to the address designated by the Contractor.

Deductions: The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees, or any other taxes, insurance or expenses. Contractor is solely responsible for all such deductions.

7.01 Licensing, Accreditation and Registration: The Contractor shall comply with all applicable local, state and federal laws, licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

8.01 Subcontracting: The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of DNR. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to DNR for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to

work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement and all documents attached and incorporated by reference are carried forward to any subcontracts.

9.01 Insurance Requirements: The Contractor shall, at its own expense, obtain insurance coverage which shall be maintained in full force and effect during the term of the Agreement. The Contractor shall furnish to DNR a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below, at the time of Contractor's execution of this Agreement. Contractor shall submit renewal certificates as appropriate during the term of this Agreement. At no time whatsoever shall the Contractor engage in work under this Agreement without the required insurance coverage in full force and effect.

Additionally, the Contractor is responsible for ensuring that any sub-Contractors provide adequate insurance coverage for the activities arising out of subcontracts.

Liability Insurance

- 1) Commercial General Liability Insurance (CGL): Contractor shall maintain commercial general liability (CGL) insurance, including contractual liability, in an adequate amount to protect against legal liability arising out of this Agreement, and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.
- 2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

The above insurance policy(ies) shall include the following provisions:

1. *Additional Insured.* The state of Washington, Department of Natural Resources, its elected

and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

2. *Cancellation.* The State of Washington, Department of Natural Resources, shall be provided written notice before cancellation or non-renewal of any insurance referred to required herein, in accord with the following specifications –

Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

3. *Identification.* Policy must reference this DNR Fire Suppression Resource Availability Agreement.
4. *Insurance Carrier Rating.* All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Department of Natural Resources' Risk Manager, or the Risk Manager for the State of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
5. *Excess Coverage.* By requiring insurance herein, the DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Agreement.

10.01 Non-Discrimination: During the performance of this Agreement, the Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies. In the event of the Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

11.01 Indemnity: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the negligence of Contractor or the negligence of Contractor's agents and employees in the performance of this Agreement. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's

fees, attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor of Contractor or its employees.

Contractor's obligation to indemnify, defend, and hold harmless the State shall not extend to claims that arise from the sole negligence of the State. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

12.01 Retention of Records: The Contractor shall maintain books, records, documents and other materials, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and state or federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain these materials for six (6) years following the date of final payment or termination, whichever occurs later. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

13.01 Termination of Agreement for Cause: In the event DNR determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, DNR has the right to terminate this Agreement. Before terminating the Agreement, DNR shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 10 calendar days, the Agreement may be terminated. DNR shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

In the event of termination, the Contractor shall be liable for damages as authorized by law. The rights and remedies of DNR provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

DNR reserves the right to suspend all or part of this Agreement, without further payments, or prohibit the Contractor from incurring additional obligations of funds during an investigation of the alleged compliance breach, or a decision by DNR to terminate the Agreement.

14.01 Termination for Funding Reasons: DNR may unilaterally terminate this Agreement in the event that funding from federal, state or other sources becomes no longer available to DNR, or is not allocated for the purpose of meeting DNR's obligation hereunder. Such action shall be effective when DNR sends written notification of termination.

15.01 Termination for Convenience: Except as otherwise provided in this Agreement, DNR may, by giving five calendar days written notice to the Contractor, beginning on the second day after the mailing, terminate this Agreement in whole or in part. If this Agreement is so terminated, DNR shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

16.01 Conflict of Interest: DNR may, in its sole discretion, by written notice to the Contractor, terminate this Agreement if it is found after due notice and examination by DNR, that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, the DNR shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

17.01 Disputes: Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the delegate authorized to act on behalf of the Commissioner of Public Lands (Agent).

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Contractor's name, address, and Agreement number; and
 - Be mailed to the Agent and the other party's (respondent's) Agreement manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18.01 Jurisdiction/Venue/Attorneys' Fees:

This Agreement shall be construed and interpreted under the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court of Thurston County. The Contractor, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter. In the event of litigation or other action brought to enforce the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

19.01 Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

DNR AGREEMENT NO. _____

20.01 Waiver: A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the DNR and attached to the original Agreement.

21.01 Assignability: This Agreement, and any claim arising under this Agreement, cannot be assigned or delegated by the Contractor either in whole or in part.

22.01 Entire Agreement: This document and Attachments hereto incorporated by reference contain all covenants, stipulations, and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein, except for extension of the completion date. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

23.01 Agreement Managers:

The Agreement Manager for the Contractor is:

Name: _____

Address: _____

Phone: _____

The Agreement Manager for DNR is:

Name: _____

Address: _____

Phone: _____

DNR AGREEMENT NO. _____

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR:

Dated: _____, 20 ____

By: _____

Name: _____

Title: _____

Mailing Address: _____

Email: _____

Telephone: _____

FTIN: _____

UBI Number: _____

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20 ____

By: _____

Name: _____

Title: _____

Mailing Address: _____

Email: _____

Telephone: _____

ATTACHMENT B
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
AVAILABILITY AND STANDBY RATES

DNR's Wage and Equipment Rate Guide for Wildfire Resources (Guide) will be used to determine compensation to Contractor for services provided under this Agreement. DNR will not issue payment of amounts exceeding those of the Guide unless both parties agree in writing using Attachment C to document rates that vary from the Guide. The complete current Guide is available at: http://file.dnr.wa.gov/publications/rp_fire_wage_equipment_rates.pdf

1. DNR is not obligated to use the services of Contractor at an incident unless the Contractor has been dispatched to that incident through DNR.
2. When the Contractor is dispatched to an incident, the Contractor's representative (usually the operator), must check-in upon arrival with the incident time keeper, or with a contact provided by DNR _____ Region dispatch.
3. Daily Rate payment will be made on a basis of calendar days (0001-2400 hours, military clock) and in accordance with DNR's current Wage & Equipment Rate Guide for Wildfire Resources (Guide). Payment is based on the hours under hire per calendar day, not per assigned incident.

APPLICABLE TO EQUIPMENT AND OPERATORS:

1. Daily Shift Rate includes operator, equipment and transportation.
 - a. Daily Rate Single Shift (SS) – equipment is staffed with one operator.
 - b. Daily Rate Double Shift (DS) – equipment is staffed with two operators.
The DS rate will apply any calendar day the DS was ordered and under hire, including travel.
2. For fractional days at the beginning and ending of assignment to the incident, payment will be based on 50 percent of the Daily Rate for periods less than eight (8) hours under hire.
3. On certain incident dispatches, DNR may request the Contractor to provide equipment and an operator for a double shift. Daily double shift for the purpose of this Agreement is defined as the ability of the Contractor to provide an operator to insure the equipment can be in use by DNR for a period of at least twenty-four hours and at least two operators are scheduled so that any one operator will not exceed 16 hours worked in that twenty-four hour period.
4. On any incident, Contractor and all operators must comply with the 2:1 work/rest ratio. The 2:1 work/rest ratio requires personnel to receive one (1) hour of rest or sleep away from the incident, for every two (2) hours worked in a 24-hour period on the incident. For example, if

an equipment operator works a 16-hour shift, the operator must be given 8 hours of rest or sleep.

- 5. **Stand-by** is defined as a time when the Cooperator's equipment and operator are not assigned to an incident but are being compensated by the DNR for the availability for dispatch to an incident. The operator, dozer and transport must be available for immediate dispatch or have the ability to be en-route to an incident in no more than 30 minutes. At the time DNR contacts the Cooperator for stand-by, they must indicate their availability to commit to a minimum of five (5) hours of stand-by time. If the Cooperator meets the standby requirements, they may be placed on stand-by and will be compensated for a minimum of five (5) hours of stand-by at the rate as agreed between the Cooperator and DNR through this Fire Suppression Resources Availability Agreement.

However, should the Cooperator's equipment and operator be dispatched to a fire during the time that they are on standby, the Cooperator will be paid for the actual hours of standby and the applicable shift rate (Daily or Double). The 5 hour minimum standby rate will not be paid.

If the Cooperator agrees to be placed on stand-by, but cannot commit to more than five (5) hours, the Cooperator is required to notify DNR a minimum of two (2) hours prior to going off stand-by. If the Cooperator cannot complete a minimum of five (5) hours of stand-by for any reason (mechanical breakdown, other commitments, etc...) then the Cooperator will be paid for actual time that the equipment was available for stand-by.

EXAMPLES:

Actual rates will be determined based upon DNR's Guide. Dollar values shown below are provided for illustrative purposes only.

Example #1: Contractor is hired on August 5th at 2000 hours and works continuously until 1200 on August 6th. Payment would be as follows: \$500 for the SS on the 5th (2000-2400 hours is less than 8 hours under hire so payment is 1/2 of the SS rate) and \$1000.00 for the SS on the 6th. Total amount due is \$1500.00.

Example #2: Contractor is hired on August 10th at 1600 hours and works until 0300 hours on August 11th. At 2100 hours on the 10th DNR notifies Contractor to work a double shift with an additional operator to arrive at 0600 August 11th and work until 1800 hours. Payment would be as follows: \$1000 for the SS on the 10th (1600-2400) and \$1500 for the DS on the 11th (0001-0300 and 0600-1800) for a total amount due of \$2500.00. All hours on the 11th are considered DS because notification for DS was given on 10th that a second operator would be needed for the 11th.

Example 3: Contractor is dispatched to Incident A at 1330 hours. They remain at Incident A until 1645 hours at which time they are reassigned to Incident B and work until 2300 hours the same day. Payment will be made at the Daily Rate Single Shift for the hours under hire for both Incidents A and B. Total amount due is \$1,000.00 for the SS.

Cooperator Initial _____ Date _____

DNR Initial _____ Date _____

DNR AGREEMENT NO. _____

ATTACHMENT C
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
WAGE & EQUIPMENT RATES THAT DIFFER FROM THE GUIDE

NOTE: DNR WILL NOT ISSUE PAYMENT OF AMOUNTS EXCEEDING THOSE OF THE WAGE AND EQUIPMENT RATE GUIDE UNLESS BOTH PARTIES AGREE IN WRITING USING THIS ATTACHMENT TO DOCUMENT RATES THAT VARY FROM THE GUIDE.

| Mobile Kitchen Unit Rate/Day/Person | | | Mobile Refrigeration Unit Rate/Day | Potable Water Vehicle Rate/Day | Hand Washing Station Rate/Day | Maximum Serving Capability/Hour | Transportation Mileage Rate/Mile | | | | Unit Location |
|--|-------|--------|---|---|--|---------------------------------------|----------------------------------|------------------|-----------------------|-------------------------|------------------|
| Breakfast | Lunch | Dinner | | | | | Kitchen Unit | Potable Truck | Refrigeration Unit | Hand Washing Unit | |
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Cooperator Initial _____ Date _____

DNR Initial _____ Date _____

ATTACHMENT C cont.

7. Supplemental Foods and Beverages (Optional)

Fill out the following rates for supplemental foods and beverages that your company may wish to supply at an incident. Freight, if applicable, will be negotiated at the incident by the Cooperator and the Food Unit Leader.

| | <u>Item</u> | <u>Unit</u> | <u>Unit Price</u> |
|---------------------------------|-----------------------------|----------------|-------------------|
| a. | Juices (48/Case) | Case (5-6 oz.) | \$ _____ |
| b. | Milk (48/Case) | Case (8 oz.) | \$ _____ |
| c. | Soft Drinks (24/Case) | Case (12 oz.) | \$ _____ |
| d. | Gatorade (24/Case) | Case (12 oz.) | \$ _____ |
| e. | Coffee | Gallon | \$ _____ |
| f. | Hot Chocolate | Gallon | \$ _____ |
| g. | Tea (Ice or Hot) | Gallon | \$ _____ |
| h. | Bottled Water | 24/16 oz. | \$ _____ |
| <u>Pastries/Candy/Ice Cream</u> | | | |
| i. | Donuts/Brownies/Cakes | Dozen | \$ _____ |
| j. | Donuts (Fancy) | Dozen | \$ _____ |
| k. | Donuts (Cake) | Dozen | \$ _____ |
| l. | Butterhorns/Bear Claws | Dozen | \$ _____ |
| m. | Candy Bars | Dozen | \$ _____ |
| n. | Ice Cream | Cup/Cone | \$ _____ |
| <u>Fruit</u> | | | |
| o. | Apples (minimum 100 count) | Case | \$ _____ |
| p. | Oranges (minimum 113 count) | Case | \$ _____ |
| <u>Miscellaneous</u> | | | |
| q. | Ice | Pound | \$ _____ |
| r. | Salad Bar | per person | \$ _____ |
| s. | _____ | | \$ _____ |
| t. | _____ | | \$ _____ |

Other Charges or Remarks _____

Cooperator Initial _____ Date _____

DNR Initial _____ Date _____

ATTACHMENT D
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
MOBILE KITCHEN FACILITIES SPECIFICATIONS

1. Incident Furnished Services

- 1.1 Waste Products - The incident will arrange for pick up and disposal of all waste products (trash), after the waste products have been placed in the incident provided containers by the Contractor at the incident designated location.
- 1.2 Gray Water - The incident will arrange for removal of waste water from the Contractor's holding facilities.
- 1.3 Dust Control - The incident shall provide for dust control for the main serving area as needed.
- 1.4 Potable Water - The incident shall deliver potable water to the mobile kitchen, as needed, after the first 200 gallons required to be furnished by the Contractor is used. The incident shall also deliver potable water to the hand washing stations that are required as part of the mobile kitchen, as needed.
- 1.5 Refrigeration - The incident will be responsible for refrigeration of sack lunches and supplemental items upon delivery by the Contractor.
- 1.6 Meal Count
 - 1.6.1 The incident will provide a person to count the number of hot meals being served. These counts shall be performed by head count at the serving lines. All items served from the serving windows or from the Self Service Salad Bar shall be considered a meal. Second helpings at breakfast or from the Self Service Salad Bar shall not be considered an additional meal. Second helpings at the dinner meal will not be considered an additional meal unless a meat item is served.
 - 1.6.2 The number of meals counted shall be recorded on NFES 1276-A, Daily Meal Order/Invoice-Mobile Food Services, reconciled with the Contractor, and signed by the FDUL and Contractor on a daily basis.
 - 1.6.3 Items listed in Twenty-Four Hour Service Bar are already included in the meal prices. These items do not constitute a separate meal count.
- 1.7 Fuel Tender - The incident may allow the Contractor to use an incident fuel tender when available. Any costs of these services/supplies will be deducted from payments due on Form 1276-B Daily Meal Order/Invoice - Mobile Food Services (Continuation Sheet). The incident may require the Contractor to pay directly to the fuel vendor via Contractor's credit card.

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

2. Contractor Furnished Equipment, Supplies and Personnel

The Contractor shall furnish the following:

- 2.1 All cooking, serving equipment, utensils eating dishes and cups. Utensils shall be medium weight and factory wrapped. All drinking cups shall be a minimum of 12 ounces. When available, disposable products shall comply with bio-preferred requirements or shall be made of bio-based materials capable of withstanding a minimum temperature of 160° F. www.biopreferred.gov
- 2.2 All equipment, labor, supervision, fuel, electricity and maintenance necessary for the full operation of the mobile kitchen.
- 2.3 All food and condiments.
- 2.4 A small weighing scale for spot-checking of minimum weight requirements.
- 2.5 Hot and cold food thermometers for monitoring of food temperatures.
- 2.6 Single-use, food-grade gloves for food service personnel.
- 2.7 Current test strips for checking dish washing sanitizing solution and chlorine residual.
- 2.8 Phosphate-free, antibacterial liquid soap and paper towels for hand washing facilities.
- 2.9 Waterproof tent(s) for the eating area(s) that are able to accommodate a minimum of 200 persons comfortably. Optional tents and seating may be provided only when ordered by the FDUL, at the rates specified in the Contractor's current Unit Summary. The order shall be clearly documented under miscellaneous charges and credits on Form 1276-B, Daily Meal Order/Invoice (Continuation Sheet).
- 2.10 Appropriate tables and chairs (in good condition), for an eating area that accommodates a minimum of 200 people comfortably.
- 2.11 Adequate lighting for the serving and dining areas.
- 2.12 At least one employee trained in safe food handling procedures who is assigned to monitor and maintain all self-service bars during hours of operation.

- 2.13 Garbage cans with bio-based liners for the mobile kitchen; to include all peripheral food handling, preparation areas and dining area.
- 2.14 Refrigeration and freezer units for the storage of meat and other perishables.
- 2.15 A minimum of 200 gallons potable water storage capacity and initial supply of 200 gallons of potable water.
- 2.16 A minimum of 1,000 gallons of gray water storage capacity.
- 2.17 Living accommodation for Contractor's personnel shall be a reasonable distance from the kitchen area, designated by the FDUL.
- 2.18 Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association (NFPA) 10# Class K standard in Kitchen Unit that has cooking equipment and other extinguisher types as appropriate to their surroundings.
- 2.19 Separation and rinsing of kitchen recyclable materials by type (i.e., glass in one container, plastic in another, aluminum in still another, etc.), when recycling is available on an incident.
- 2.20 Meals for all mobile kitchen employees.

3. Contractor Responsibilities

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

- 3.1 Immediately report to the FDUL or LSC to verify setup location upon arrival at the incident site.
- 3.2 Record, in a logbook, the minimum and maximum temperatures inside all refrigerator units. The temperatures shall be recorded a minimum of three times per day (at least 6 hours apart), between 6:00 a.m. and 11:00 p.m. The logbook shall be made accessible to the incident and Health Authorities at all times.
- 3.3 Contain all grease products.
- 3.4 Maintain all facilities and equipment used for meal preparation, serving, storage, seating and cleanup in a sanitary condition. General cleanup shall include cleaning tables, condiment containers and chairs, removing trash from

around the eating area and Contractor equipment to locations designated by the FDUL.

- 3.5 Ensure that employees are neat and clean. All employees shall wear uniforms and ID tags that clearly show the employee's name and identifies the mobile kitchen Contractor's company. A tee-shirt or baseball cap will suffice as a uniform. Food service employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that cover body hair. Long hair hanging out of hats does not meet this requirement. Single-use, food-service gloves shall be worn when handling ready to eat foods and during meal service. Gloves will be changed during the shift as needed and especially when a change in duties occurs i.e., taking out trash, cleaning, preparing and serving food. Clean aprons are required at the beginning of each shift, when the apron is soiled and/or when a change in duties takes place.
- 3.6 Ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses.
- 3.7 Ensure that each mobile kitchen Manager and Supervisory Cook has a Certificate of Completion for food service management, handling, and sanitation training.
- 3.8 The mobile kitchen Manager shall be responsible for training all employees in food preparation, handling, packaging, food serving, and cleanup requirements. A mobile kitchen Manager or designated representative shall be available at the incident at all times. All representatives shall be designated in writing and have all of the certifications, training, and authority of the mobile kitchen Manager.
- 3.9 No alcoholic beverages and/or controlled substances are allowed. There shall be no use of tobacco products within the immediate area or in the mobile kitchen.
- 3.10 Ensure that only those Contractor employees essential to the mission remain at the incident.
- 3.11 Provide insect control in all areas within the mobile kitchen where food is stored, prepared, served or eaten.
- 3.12 Maintain copies of the contract; all modifications; invoice forms; Quality Control Plan and Work/Rest Plan with the mobile kitchen at all times. Completed past performance evaluation forms shall be kept with the unit at all times. (Note: During the Option Periods, evaluation forms from the current & previous year shall be kept with the mobile kitchen at all times). The Quality Control Plan shall address the Contractor's self-inspection procedures. The Work/Rest Plan shall address the Contractor's oversight and monitoring of work/rest and length of assignment guidelines.

- 3.13 All food shall be prepared and cooked inside enclosed units, with the exception of food cooked and served from outdoor barbecues. All outdoor barbecues will be used in compliance with local or State fire restrictions, if any. All hot food shall be served with utensils from the kitchen unit, with the exception of beverages, soup and hot cereal which may be self-served from self-contained heated holding equipment.
- 3.14 Provide dust control for sandwich preparation area, salad bar, eating tents, and sack lunch assembly area.

MINIMUM MOBILE FOOD UNIT EQUIPMENT REQUIREMENTS

4. Mobile Food Service Unit

Each mobile kitchen shall be capable of feeding 500 persons at the minimum rate of 250 persons per hour. Listed below are the minimum equipment requirements for a mobile kitchen. Minimum equipment requirements will be evaluated in accordance with Section M.

4.1 Mobile Food Service Unit (Including All Peripheral Equipment)

4.1.1 General

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

(g) All junctures where floors and walls meet shall be coved. All seams, cracks and junctures where walls and ceiling meet shall be sealed. Walls and ceilings shall have a smooth finish to allow easy cleaning.

(h) All plumbing equipment shall preserve potable water quality throughout the kitchen unit and peripheral equipment where potable water is stored and used. No galvanized pipe, fittings, or fixtures are allowed in the food zone, or food splash zone per National Sanitation Foundation (NSF) standards. Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed.

(i) Light fixtures, light bulbs and light tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatter proof type bulbs or the equivalent. All non-dedicated electrical receptacles will be ground fault protected.

4.1.2 Steam Table (Electric or Gas)

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

4.1.3 One (1) Three-Compartment Metal Sink

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

(a) The sink shall be equipped with continuous gravity flow or pressurized hot (120° F) and cold running water.

(b) The minimum dimensions of each compartment shall be 18" wide x 20" long x 12" deep (inside dimensions) or equivalent volume. The sink dimensions must accommodate all of the cooking pans being utilized.

(c) The sink shall be equipped with a mixing faucet capable of servicing any sink compartment.

(d) The sink shall have smooth sanitary drain boards or equivalent drying area shall be available.

4.1.4 One (1) Food Preparation Sink

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

4.1.5 Hand Washing Sinks for Contractor Personnel

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

4.1.6 Hand Washing Sinks For incident Personnel

Each individual mobile hand washing station shall have the following:

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

4.1.7 Ventilation Equipment

- (a) An electrically powered exhaust hood ventilation system with grease filters or screens shall be provided over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors. The use of galvanized hoods, filters or screens is prohibited.

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

4.1.8 Waste Receptacles

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

4.1.9 Storage of Cleaning Supplies, Insecticides and Clothing

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

4.1.10 Sneeze Guards

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

4.1.11 Kitchen Unit Gray Water Storage

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

4.2 Refrigeration/Freezer Storage Unit(s)

- 4.2.1 Food in refrigeration and freezer storage units shall be stored a minimum of 6 inches off the floor; 4-inch plastic pallets may be used. Adequate access must be provided; walking on pallets is not acceptable access.
- 4.2.2 A minimum of 1,200 cubic feet of refrigeration storage space, capable of maintaining stored food at a temperature of 41° F or lower and 512 cubic feet of freezer storage space capable of maintaining frozen food at 0° F is required.
- 4.2.3 Refrigeration and freezer storage units shall be equipped with a thermometer that is equivalent to a "min/max" type or a "continuous graphing" type. The thermometer shall be placed within 8 feet from the entrance.
- 4.2.4 Refrigeration and freezer storage units shall have shelving that is non-absorbent, non-corrodible, and easily cleanable. Wood is not acceptable.

4.3 Potable Water Storage Tank

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

4.4 Sandwich Preparation Area

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

4.5 Sack Lunch Assembly Area

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

4.6 Salad Bar Area

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

5. Additional Safety Equipment

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

MINIMUM MOBILE FOOD MEAL REQUIREMENTS

6. General

6.1 Quantities, variety and quality standards for meals are specified. The intent is for the Contractor to provide high quality meals while providing for variety. Additionally, provisions must be made for special meals to accommodate personal needs which may vary from the standard menu. Special meals shall have

the same quality and equivalent quantity as the standard menu meals. The FDUL is responsible for notifying the Contractor of the number of meals required.

- 6.2 Bi-weekly (14 days) menus shall be submitted within 24 hours of arrival at an incident by the Contractor for approval by the FDUL. Subsequent menus shall be submitted 2 days prior to the current bi-weekly menu expiring, for the duration of the incident. The menu forms in Section J are examples of the format that may be used when submitting the menu. The FDUL shall ensure that the variety and content proposed is in accordance with the contract specifications. The daily menus with portion sizes shall be posted at the dining area.

7. Standard Menu Requirements

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

7.1 Hot Breakfast

- 7.1.1 Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product).
- 7.1.2 Meat - 4 oz. (raw uncooked weight).
- 7.1.3 Bread or Hot cakes or French toast or Waffles - or equivalent starch (equal to 3 (1 to 1½ oz.) slices of bread.
- 7.1.4 Potatoes - 6 oz. or equivalent starch.
- 7.1.5 Milk - 1/2 pint. Both white and chocolate milk shall be available.
- 7.1.6 Fresh Fruit or Canned Fruit - (no apples or oranges).
- 7.1.7 Chilled 100% Fruit Juice - 5½ oz.
- 7.1.8 Cooked Cereal - 6 oz.

7.2 Hot Can Breakfast

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

7.3 Cold Can Breakfasts

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

- 7.3.1 Dry Cereal - 2 individual serving boxes, 3/4 oz. each.
- 7.3.2 Breakfast Protein Item - One or more items with a combined weight of 4 oz.
- 7.3.3 Milk - 1/2 pint. Both white and chocolate milk shall be available.
- 7.3.4 Muffin(s) or equivalent - 3 oz.
- 7.3.5 Fresh (no apples or oranges) or Canned Fruit - 5½ oz. For variety 2 oz. of dried apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins, or other dried fruit may be substituted (not to be used on a daily basis).
- 7.3.6 100% Fruit Juice - 5½ oz.

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

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

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

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

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

7.5 Sack Lunch

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

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

vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

NOTE: Pre-prepared sandwiches shall not be frozen. Sack lunches shall consist of the following items:

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

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

7.5.2 Entree 2 - Variety Item

Contractors may choose a variety of items for the second entrée including a second sandwich. The preferred option is to provide energy bars. Entrée 2 shall have a minimum nutritional value of 400 calories.

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

7.5.3 Fruit - The fruit shall be one apple (size 100 count) or one orange (size 88 count), or other fresh fruit of comparable size.

7.5.4 Dried Fruit - Factory-wrapped or resealable individually wrapped by the Contractor. This item shall have a minimum nutritional value of at least 200 calories. All ingredients shall be identified and attached to the product for easy identification. (Note: Most dried fruits have a caloric value of approximately 75 calories per oz.)

7.5.5 Factory-Wrapped or Resealable Individually Wrapped Snack
Two (2) or more snacks with a combined minimum nutritional value of at least 600 calories. It is preferred that these snacks be high in complex carbohydrate content. All ingredients shall be identified and attached to the product for easy identification.

7.5.6 Condiments - Four individual factory-wrapped packets of condiments appropriate for the entrees being served.

7.5.7 Paper Napkin and Pre-Moistened Towelette - Two each.

7.6 Hot and Hot Can Dinners

7.6.1 Hot Dinners

Hot dinners shall include the items and quantities identified below.

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

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

Contractors may elect to serve an entree such as lasagna or casseroles.

However, these entrees must have a meat side dish which ensures the total meat quantity standard is met.

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

(b) Non Meat Protein - 4 oz.

(c) Vegetables - 4 oz.

(d) Potatoes - 6 oz. or equivalent starch.

(e) Bread - Two 1 to 1½ oz. slices or equivalent starch.

(f) Milk - 1/2 pint. Both white and chocolate milk shall be available.

(g) Dessert - 4 oz.

(h) Self-Service Salad Bar shall contain:

(1) Five salad toppings,

- (2) One tossed green salad with equal amounts of three types of leafy vegetables,
- (3) Two prepared salads,
- (4) One fruit or fruit salad,
- (5) Three types of salad dressings (regular and/or low/non-fat),
- (6) Three salad condiments.

7.6.2 Hot Can Dinners

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

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

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

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

NOTE: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards cited in Section 12 – Food Quality Standards. The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications (IMPS). The portion weight is specified on the supplier’s label. Precooked meat shall meet equivalent weight of raw meat products.

- (b) Non Meat Protein - 4 oz.
- (c) Vegetables - 4 oz.
- (d) Potatoes - 6 oz. or equivalent starch.
- (e) Bread - Two 1 to 1½ oz. slices or equivalent starch.
- (f) Milk - 1/2 pint. Both white and chocolate milk shall be available.
- (g) Dessert - 4 oz.

(h) Two salads - 4 oz. each

(1) One tossed green salad with equal amounts of three types of leafy vegetables with three salad toppings with three types of salad dressings (regular and/or low/non-fat) and

(2) One prepared salad.

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

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

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

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

8. Twenty-Four Hour Service Bar

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

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

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

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

8.2 Hot Water

8.3 Hot Chocolate

8.4 Tea Bags (regular and decaffeinated)

8.5 Cold Drinks

8.6 Iced Tea (regular and decaffeinated)

8.7 Dry Cereal

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

9. Menu Variety

Contractor Bi-Weekly Menus shall be approved by the FDUL in advance. Menu items shall provide variety on a daily basis as to the types of meat and bread used in sandwiches, other sack lunch entrees, snacks, juices and other meal items served. Menus may include a wide variety of recipes. Pre-cooked items after the fourth meal must be approved by the FDUL and shall be approved on a limited basis only. If meat is an ingredient of a pre-cooked item, the meat portions per meal must meet the meat quantity standard defined in this document. Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey or casseroles may be used as approved by the FDUL. The following are examples of variety options.

9.1 Meat

(a) Beef

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

(b) Pork

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

(c) Lamb

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

(d) Poultry

- (1) Sliced, or whole pieces or parts (such as breast, thigh or leg).
 - (e) Fish - grilled, baked fillets or steaks.
 - (f) Processed Meat Items - pastrami, Polish/Italian sausage and corned beef.
 - (g) Breakfast Meat - ham, bacon, sausage, steak and pork chops.
- 9.2 Eggs - Fried, hard-boiled, poached, omelets or scrambled.
- 9.3 Bread and Equivalent Starches - wheat, white, 7-grain, rye, pumpernickel, French, garlic, biscuits, muffins, rolls, croissants, bagels, cornbread, donuts, sourdough, tortilla and pita pocket.
- 9.4 Dry Cereal - Varieties of flaked, toasted, or baked cold cereals and granola.
- 9.5 Hot Cereal - Oatmeal or grits, Cream of Wheat[®], etc.
- 9.6 Fruit - oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons.
- 9.7 Dried Fruit - apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins or other dried fruit.
- 9.8 Vegetables - broccoli, cauliflower, asparagus, corn, peas, green beans, mixed vegetables, etc.
- 9.9 Non Meat Protein - BBQ beans, vegetarian patty, vegetarian hot dog, Tofu, beans, soybean product, bean burritos, peanut butter, cheese, tempeh, quinoa, hummus.
- 9.10 Potatoes and Equivalent Starches - baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, sweet potatoes, or yams.
- 9.11 Juice - orange, tomato, grape, V8[®] type, apple, cranberry, or pineapple.
- 9.12 Sandwich Meat and/or Cheese - ham, corned beef, roast beef, turkey, pork, beef pastrami, chicken, cheddar, Swiss, or other natural cheese, excluding American processed cheese.
- 9.13 Salad Bar
- (a) Salad Toppings - kidney, garbanzo or pinto beans; carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, cottage cheese, beets, peas, tomatoes, eggs, cucumbers.
 - (b) Prepared Salads - macaroni, carrot and raisin, potato, pea, gelatin, coleslaw, fruit, rice or pasta salads.

- (c) Tossed Salad Greens - romaine, endive, iceberg, green leaf, red leaf, butter, spinach, or cabbage.
 - (d) Fruit - melons, peaches, grapes, bananas, strawberries, pears, applesauce or seasonal fruit.
 - (e) Salad Dressings - regular and low/non-fat French, Ranch, Italian, vinaigrette, Thousand Island, Blue Cheese, etc.
 - (f) Salad Condiments - croutons, wheat nuts, sunflower seeds, crackers and taco chips, bread sticks, olives, pickles, or other fresh pickled or marinated vegetables.
- 9.14 Dessert - cakes, cookies, pies, cobblers, puddings, pastries or ice cream.
- 9.15 Tea - black, herbal, green, and spiced. Flavored tea may be served in addition to regular tea at the Contractor's option
- 9.16 Milk - white, (Whole, 2%, Skim), and Chocolate.
- 9.17 Snack Varieties - Candy bars, bagged candy, trail mix, cookies, brownies. Granola bars, energy bars, fresh vegetables, pretzels, shelled nuts. Factory packaged meats such as dried meats, sausage, pepperoni, jerky, etc., are acceptable. Processed cheese and cheese food products are allowed for this item only. The incident retains its full right to reject any product offered under this paragraph if the quality of the product is rejected by users. For variety two different products shall be used each day.

10. Cooking Requirements

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

- 10.1 Ground Meat, Pork, Poultry Lamb and Fish - All ground meat, pork, poultry, lamb and fish shall be cooked well done to the minimum internal temperature defined in the current FDA Food Code or higher with temperature tested in the product's thickest part.
- 10.2 Whole Muscle Beef - Roast beef for sandwiches and cube steaks shall be well done. Beef roast or steaks for dinner meals may be medium rare to well done, as approved by the FDUL.
- 10.3 Fresh Eggs - Fresh eggs may be cooked to order. Fresh eggs cooked to order shall be cooked to heat all parts of the egg to the minimum internal temperature defined in the current FDA Food Code or higher. Boiled eggs shall be well done.

11. Serving Container Requirements

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

12. Food Quality Standards

12.1 Meat, Poultry, and Fish

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

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

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

- 12.1.2 Ground Beef - USDA inspected 100 % ground beef or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20% fat. Need not be USDA Choice.

- 12.1.3 Beef for Sack Lunches - USDA inspected, need not be USDA choice. Whole/full muscle, flats, top and bottom rounds and eye of the round only (no shoulder cuts allowed). Pre-cooked further processed beef or cured beef such as corned beef or pastrami may be used. No soy additives shall be included in beef products. (No more than 15% pump in all precooked, further processed, or cured beef items, with the exception of corned beef brisket and pastrami, which shall not exceed 20% pump). Roast beef sandwiches shall be well done and not appear to have a "green sheen".

- 12.1.4 Pork - USDA inspected, USDA Grades 1-4. Bacon, sausage and whole/full muscle pork items. Whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump (ham and water product, ham with water and isolated soy protein added and turkey-ham is not allowed).
- 12.1.5 Cornish Game Hens - Whole/full muscle, USDA inspected, need not be USDA Grade A.
- 12.1.6 Poultry - Whole raw chicken shall be obtained from USDA inspected facilities and shall be USDA Grade "A" whole/full muscle. Cut raw chicken product shall be obtained from USDA inspected facilities and may be USDA Grade "A" or equivalent. Cooked product that does not have a USDA grade shall have been obtained from USDA inspected facilities and purchased from among the suppliers top quality labels. Acknowledgement of a top-quality (Best Label) and equivalent products does not necessarily constitute acceptance as an end product if that product is otherwise objectionable in appearance, taste or quality. Processed or precooked turkey shall not exceed 3 lobes per product of breast meat only. No more than 15% pump in all processed or precooked poultry items. (No chunked, chopped and/or formed product allowed).
- 12.1.7 Lamb - USDA inspected; USDA Choice or better; fresh, whole/full muscle. No more than 15% pump in all USDA Choice pre-cooked or further processed lamb items. No soy additives shall be included in lamb products.
- 12.1.8 Fish - Whole muscle steaks or fillets (no chunked, chopped, formed, pressed or imitations).
- 12.2 Dairy Products - Pasteurized, USDA Grade A or better.
- 12.3 Cheese - Natural cheese. No imitation cheese, cheese product, cheese food, or cheese spread allowed except in factory wrapped - commercially available products like burritos, Hot Pockets[®], chimichangas, etc., needed for lunches and cold can breakfast. The Contractor shall use natural cheese if these items are made at the incident.
- 12.4 Fresh Shelled Eggs - USDA inspected, Grade A egg product.
- 12.5 Canned Vegetables - US No. 1 or equivalent (top label).
- 12.6 Canned Fruits - US No. 1 or equivalent (top label).
- 12.7 Fresh Fruits and Vegetables - First Quality. When grading is available, fruit in the sack lunches must be U.S. No. 1 or better. The Contractor shall provide documentation that validates that the quality of the product is equal to U.S. No. 1 or better. Containers, cases, and crates shall be marked for grade.

- 12.8 Frozen Fruits and Vegetables (All Meals) - Grade A.
- 12.9 Juice - 100% fruit juice, 100% fruit juice blend; 100% vegetable juice. All juice must be pasteurized.
- 12.10 Dry Cereal (Breakfast) - Vitamin enriched.
- 12.11 Canned Goods and Prepared Items for Sack Lunch (Second Entree Only) Top label or equivalent. All burritos or similar product containing meat shall be USDA inspected.
- 12.12 Bread - Enriched or whole grain.
- 12.13 Coffee - High quality, Columbian or better.
- 12.14 Tea - High quality.
- 12.15 Oil - Pure vegetable oil and/or olive oil, no trans fats.
- 12.16 Prepared Salads - High quality.
- 12.17 Canned Tuna Fish - Chunk Light Tuna, Dolphin-safe, and water packed.
- 12.18 Beef Jerky - Sliced dried beef.

SACK LUNCHESES - GENERAL

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

SACK LUNCH AND SUPPLEMENTAL SANDWICHES

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

FROZEN AND PACKAGED ITEMS

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

EQUIPMENT MARKING

- 15.1 Bladder Bags - All gray water bladder bags used shall have the size and use stenciled on them in a conspicuous place with letters no less than 4 inches in height (for example: "1000 GAL - GRAY WATER").
- 15.2 Potable Water Tanks - All potable water tanks shall have the size and use stenciled on them in a conspicuous place with letters no less than 4 inches in height (for example: "500 GAL - POTABLE WATER").
- 15.3 Hoses - All hoses used shall be labeled at both ends to identify their use (i.e., gray or potable).

COMBINATION HOT FOOD/DRINK CONTAINERS

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

DNR AGREEMENT NO. _____

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

Must be Served within _____ Hours of Time Prepared.

Contents: _____

The serving time is normally within 4 hours of filling, unless otherwise approved by the FDUL. Hot or cold can meals shall only be packed in incident furnished combination hot food/drink containers (Order Number NFES 0073). All hot/cold can food containers shall be labeled with food contents and portion size. Food for hot/cold can meals that is not temperature sensitive or is in individually packaged containers such as milk may be packed in reusable coolers or sent without further packaging as approved by the FDUL. Portion size shall be in simple terms (for example: Corn - 2 scoops per person, Chicken - two pieces per person). FDUL shall manifest hot/cold cans to closed camps.

FOOD LABELS

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

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

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

Cooperator Initial _____ *Date* _____

DNR Initial _____ *Date* _____