

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands**

FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT

Agreement No. _____

This Agreement is entered into by the State of Washington, Department of Natural Resources, hereinafter referred to as the DNR, and the party whose name appears on Attachment C, hereinafter referred to as the Cooperator.

Purpose: The purpose of this Agreement is to provide personnel and equipment for fire suppression activities. The Cooperator understands this Agreement is an option use agreement by the DNR and not a mandatory use contract.

Authority: Under the authority of RCW 76.04.015 (5) . . . the department . . . may cooperate with any . . . individual . . . within the state of Washington in forest fire fighting and patrol.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1.01 The Cooperator Shall:

- (1) Provide, when available, personnel and/or equipment to DNR for fire suppression or standby when requested by DNR. The personnel/equipment list is attached as Attachment B.
- (2) Dispatch their personnel and/or equipment as quickly as possible to the fire when requested by DNR. The Cooperator(s) personnel and equipment are under the supervision of the DNR while suppressing fires and may not leave the fire until released by the DNR.
- (3) Ensure Cooperator(s) personnel and/or equipment furnished under this Agreement are properly trained, have appropriate attire and the proper equipment to accomplish the contracted duties.
- (4) Be responsible for any fines or penalties levied against the Cooperator, the Cooperator(s) employees or equipment while under the Cooperator(s) control, employment or direction.
- (5) Present this Agreement (including attachments) to the timekeeper upon arrival at DNR fires.

2.01 The DNR Shall:

- (1) Release the Cooperator(s) personnel and/or equipment as soon as possible.
- (2) Reimburse the Cooperator in accordance with paragraph 5 Compensation and Payment of this Agreement.

3.01 Period of Performance: This Agreement shall be effective on _____, and shall remain in full force and effect until **June 30, 2015**, unless terminated by either party as provided herein.

4.01 Rights and Obligations: Attachment A contains the General Terms and Conditions governing work to be performed under this Agreement, the nature of the working relationship between the DNR and the Cooperator, and specific obligations of both parties which is incorporated by reference. All rights and obligations of the parties to this Agreement shall also be subject to and governed by Attachment(s) B, personnel/equipment requirements; and Attachment C, the personnel/equipment rates, each incorporated by reference herein.

5.01 Compensation and Payment: The Cooperator shall be compensated for services provided under this Agreement in accordance with Attachment C, which is incorporated by reference.

Payment shall be considered timely if made by the appropriate DNR office within thirty (30) days after receipt of pay documents. Payment shall be sent to the address designated by the Cooperator. The DNR may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Cooperator for services rendered if the Cooperator fails to satisfactorily comply with any term or condition of this Agreement.

6.01 Insurance Requirements: Cooperator must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the DNR, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference DNR and Agreement number. The Cooperator must provide proof of coverage before implementing this Agreement.

The Certificate(s) of Insurance must provide forty-five (45) days written notice to the DNR before cancellation, non-renewal, or material change of any insurance coverage included therein. Notices must be sent to the DNR's Resource Protection Division office, PO Box 47037, Olympia, WA 98504-7037.

7.01 Additional Requirements:

- (1) All insurance policies must name State of Washington Department of Natural Resources, as an additional insured.
- (2) All insurance policies must include Other Insurance provisions that state Cooperator(s) policy provides primary insurance coverage.

- (3) All insurance policies must provide liability coverage on an occurrence basis unless otherwise specified in this Agreement.
- (4) Policies must be issued by an insurer admitted and licensed by the Insurance Commissioner, to do business in the state of Washington. Excess or surplus lines carriers must be approved in advance by the Risk Manager (or other authorized representative) of DNR. All insurers must have a Bests rating of B+ or better.

8.01 Breach of Contract: Failure by Cooperator to maintain or show evidence of insurance or comply with any of the provisions in this Agreement is a material breach of contract. Upon breach of contract, the Department may, at its discretion, cancel or suspend the Agreement. All monies paid by DNR on behalf of Cooperator shall be repaid to DNR on demand.

9.01 Minimum Coverage Requirements: The Minimum Coverage Requirements set forth the *minimum* limits of insurance the Cooperator may purchase to enter into a contract with DNR. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the Cooperator from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s) greater than those listed in the Minimum Coverage Requirements without prior approval by DNR.

During the term of the Agreement, Cooperator must purchase and maintain the insurance coverages and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance.** Cooperator must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$1,000,000

- (2) **Business Auto Policy (BAP) Insurance.** If activities pursuant to this Agreement involve the use of vehicles, the Cooperator must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- A. Any Auto (Symbol 1).
- B. If Cooperator-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- C. If Cooperator hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).

- D. If Cooperator employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The Cooperator is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (3) **Workers Compensation and Employers Liability Insurance.** Cooperator must comply at all times with applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations (and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act). Such coverage must be afforded for all employees of Cooperator, and for all employees of any subcontractor retained by Cooperator. Coverage must apply to bodily injury (including resulting death) by accident or disease which arises out of or in connection with the performance of the Agreement. Satisfaction of these requirements shall include, but not be limited to:

- A. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such program is mandatory in any jurisdiction.
- B. Purchase of workers compensation and occupational disease insurance, to the extent such coverage is not provided under a mandatory government program as in paragraph I., above.
- C. Maintenance of a legally permitted and governmentally approved program of self-insurance.
- D. Cooperator must purchase and maintain Employers Liability or 'Stop Gap' Insurance to include liability coverage with limits not less than those specified below. Cooperator waives immunity under Title 51 RCW to the extent required by this clause. Insurance must include liability coverage with limits not less than those specified below:

	Each Employee	Policy Limit	
<u>Description</u>	<u>By Accident</u>	<u>By Disease</u>	<u>By Disease</u>
Bodily Injury	\$1,000,000	\$1,000,000	\$1,000,000

Except where prohibited by law, workers compensation coverage shall provide for a waiver of rights of subrogation against DNR, its directors, officers, and employees. If DNR incurs fines or is required by law to provide coverage or benefits due to failure by law to provide coverage or benefits due to failure by Cooperator, or any subcontractor retained by Cooperator, to effect or maintain a program of compliance with all applicable workers compensation, occupational disease, and occupational health and safety laws, statutes and regulations, Cooperator must

indemnify DNR for all benefits, costs, and fines. Amounts owed to DNR by Cooperator pursuant to any such indemnity may not be deducted for any payments owed by DNR to Cooperator for performance of this Agreement.

- (4) **Aircraft. (Optional Clause) Cooperator shall buy and maintain insurance covering aviation liability arising from ownership, maintenance, or use of aircraft, including liability assumed under an insurance contract. This insurance must include liability coverage with limits not less than \$1,000,000 per seat for bodily injury and property damage, and \$5,000,000 general aggregate limit. This coverage shall contain a separation of insureds condition.**

10.1 Indemnity: To the fullest extent permitted by law, the Cooperator shall indemnify, defend, and hold harmless the State, its employees, officers, contractors, subcontractors and agents, from and against any and all claims arising out of, resulting from or incident to any intentional or negligent act or omission of the Cooperator, its employees, officers, contractors and subcontractors, or agents, in the performance of this Agreement or in the use or control of property or equipment provided under this Agreement. The Cooperator's obligation to indemnify, defend and hold harmless includes any claim by the Cooperator's employees, officers, contractors or subcontractors or agents. The Cooperator's obligation to indemnify, defend and hold harmless shall not be eliminated or reduced by the actual or alleged concurrent negligent act or omission of the State, its employees, officials, contractors, subcontractors or agents. "Claims" includes but is not limited to damages, actions, expenses, liabilities, financial losses, suits, costs, fees (including attorney fees), penalties or judgements of any nature whatsoever, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom, and personal injury and injury to land or other natural resources. The Cooperator waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State, its employees, officials, contractors, subcontractors or agents.

11.1 Agreement Managers:

The Agreement Manager for the Cooperator is:

Name: _____

Phone: _____

The Agreement Manager for the DNR is:

Name: _____

Phone: _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

COOPERATOR (COMPANY)
NAME: _____

By: _____

Title: _____

Date: _____

Fire Suppression Resources Availability Agreement
Approved as to Form
By the Assistant Attorney General
State of Washington, December 23, 1996

ATTACHMENT A**GENERAL TERMS AND CONDITIONS**

- 1.01 Independent Capacity of Cooperator:** The Cooperator and its employees or agents performing under this Agreement are not employees or agents of the DNR. The Cooperator 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 Cooperator make any claims of right, privilege or benefit which would accrue to an employee under Washington law.
- 2.01 Assignability:** This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the Cooperator either in whole or in part.
- 3.01 Non-Discrimination:** During the performance of this Agreement, the Cooperator shall comply with all federal and state non-discrimination laws, regulations and policies. In the event of the Cooperators 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 Cooperator may be declared ineligible for further contracts with the DNR.
- 4.01 Termination of Agreement for Cause:** The DNR may terminate this Agreement in whole, or in part, at any time after one (1) days notice whenever it is determined that the Cooperator has failed to comply with the terms and conditions of the Agreement. The DNR shall promptly notify the Cooperator in writing of the termination and the reasons for termination, together with the effective date of termination.
- 5.01 Termination for Funding Reasons:** The DNR may unilaterally terminate this Agreement in the event that funding from federal, state or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.
- 6.01 Termination for Convenience:** The DNR may terminate this Agreement in whole or in part by giving five (5) days written notice to the Cooperator when it is in the best interest of the DNR. If this Agreement is so terminated, the 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.
- 7.01 Disputes:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the DNR's Resource Protection Division Manager who shall reduce his/her decision to writing and furnish a signed copy to the Cooperator. The decision of the Division Manager shall be final and conclusive unless, within ten (10) days from the receipt of such copy, the Cooperator mails or otherwise furnishes to the Division Manager a written appeal. The appeal will be decided by a DNR Executive Supervisor. The decision of the Executive Supervisor, or duly authorized representative, for the determination of such appeals shall be final and conclusive.
The Cooperator does not hereby waive any right to seek review of the DNR's decision.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. However, such further review shall be sought only in the Superior Court of Thurston County. Pending final decision of a dispute hereunder, the Cooperator shall proceed diligently with the performance of the Agreement and in accordance with the decision rendered by DNR.

8.01 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.

9.01 Right of Inspection: The Cooperator shall provide right of access to its facilities to the DNR, any of its officers, 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.

10.1 Retention of Records: The Cooperator 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. 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 Cooperator will retain these materials for six (6) years after settlement or termination. 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.

11.1 Jurisdiction/Venue: 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 Cooperator, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

12.1 Conflict of Interest: The DNR may, by written notice to the Cooperator, terminate this Agreement if it is found that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Cooperator 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 Cooperator as it could pursue in the event of a breach of the Agreement by the Cooperator. 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.

13.1 Deductions: The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, and license fees. Cooperator is responsible for all deductions for which the Cooperator may be liable.

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

15.1 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.

16.1 Entire Agreement: This document contains 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.

_____ *Vendor Initial*

_____ *Agency Initial*

ATTACHMENT B
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
MOBILE KITCHEN FACILITIES SPECIFICATIONS

1. Equipment Requirements

Each mobile food service unit shall be capable of feeding 1,200 persons at the rate of 350 persons per hour. Listed below are the minimum equipment requirements for a mobile food service unit.

A. Kitchen Unit

(1) General

- (a) The kitchen unit shall be fully enclosed except when serving at serving window (service opening shall not be larger than what is necessary to accommodate efficient serving). All doors and major openings shall be screened. (Alternate methods of insect control may be provided in the event screens are not utilized.)
- (b) All equipment shall be sealed to the floor to prevent moisture from getting under the equipment or be raised at least six (6) inches off the floor by means of an easily cleanable metal leg and foot.
- (c) Equipment, including the interior of cabinet units or compartments, shall be constructed so as to have smooth, easily accessible, and easily cleanable surfaces. Equipment surfaces shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions.
- (d) Unfinished wooden surfaces are not permitted.
- (e) Food contact surfaces shall be constructed of metal, high pressure laminated plastics, wooden cutting boards, or laminated hardwood which are in compliance with National Sanitation Foundation (NSF) Standards. These surfaces must be kept free of cracks, cuts, and other obstructions which would interfere with proper cleaning. (Wooden boards will be washed with hot, soapy water after each use. Plastic boards will be cleaned with a solution of 2 tsp. bleach and one quart water.)
- (f) Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed. The closure shall be smooth and easily cleanable.
- (g) Light bulbs, tubes, etc., shall be covered with a completely enclosed plastic safety shield or its equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel or food materials.

(h) All food preparation shall be performed in insect screened enclosures except for outside barbecues.

(2) Steam Table (Electric or Gas)

Steam table shall be capable of holding at least four full-size hotel pans (12" x 20"). The unit shall be able to maintain hot food at a minimum of 140 degrees Fahrenheit. The unit shall be used for serving only (not food preparation). Chaffing pans/dishes may be used to supplement the steam table only when approved in advance by the Food Unit Leader.

(3) One (Two-Compartment) Metal Sink

Sink shall be located in a manner that prevents the materials being washed from being exposed to outside elements (dirt, flies, etc.)

- (a) The sink shall be equipped with continuous gravity flow or pressurized hot (120 degrees 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 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) Hand Washing Facilities

Hand washing facilities shall be provided within and in close proximity to food preparation area(s) to allow Vendor's employees to wash their hands:

- (a) Inside main kitchen area,
- (b) Inside food preparation area at separate location, and
- (c) At entrance of all outdoor tent or portable food preparation areas.
- (d) The facility shall have either hot and cold water with mixing faucet, or warm running water, and be provided with paper towels and liquid soap (phosphate-free).

(5) Ventilation Equipment

- (a) An electrically powered hood exhaust ventilation system shall be provided

over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors.

- (b) The ventilation shall be adequate to provide a reasonable condition of comfort for employees.
- (c) Grease filters (or other means of grease extraction)
 - 1) Shall be of steel construction (or other approved material).
 - 2) Shall be readily accessible for cleaning.

(6) Waste Receptacles

Waste receptacles shall be readily accessible. They shall be constructed so as to be smooth, nonabsorbent and easily cleanable.

(7) Storage

There shall be separate storage for cleaning supplies, clothing and insecticides.

(8) Sneeze Guards

Sneeze guards, to effectively shield food, shall be provided on all self-serve food lines so as to intercept the direct line between the average customer's mouth and the food being displayed.

(9) Gray Water Storage

A minimum storage capacity of at least 500 gallons shall be provided.

B. Refrigerated Storage Unit(s) (Capacity)

- (1) Food shall be stored in accordance with National Restaurant Association (NRA) standards, which is six (6) inches off the floor or on easily movable dollies or racks (four (4) inch pallets are permissible). Placing food, other than in water-proof containers, directly on permanently installed corrugated floors in refrigerated storage units, does not comply with these standards.
- (2) A minimum of 1000 cubic feet refrigerated storage space, capable of maintaining 45 degrees Fahrenheit or lower, is required.
- (3) Refrigerated storage shall be equipped with a thermometer placed no farther than eight (8) feet from the entrance being used. The Vendor is responsible for recording inside refrigerated temperatures once in the morning and once in the afternoon (at least ten (10) hours apart) in a log made accessible to the state.

C. Potable Water Storage

Equipment necessary to store a minimum of 200 gallons of potable water is required (kitchen use only).

D. Potable Water Vehicle(s) (Optional)

- (1) Vendor's water vehicle must be a potable water vehicle with a minimum capacity of 1,000 gallons.
- (2) The potable water vehicle shall comply, as a minimum, with State Department of Transportation and Water Quality Authority requirements of the state in which the vehicle is licensed and must have the ability to traverse maintained forest roads.
- (3) Potable water vehicle must be equipped with a minimum of ten (10) outside spigots/valves for filling canteens, etc.
- (4) Vendor's water vehicle will include a vendor furnished operator.

E. Additional Refrigerated Storage Unit(s) (Optional)

- (1) Any additional refrigerated storage unit(s) the Vendor offers for use by the state must meet, as a minimum, 800 cubic feet of storage space.
- (2) The Vendor is responsible for providing equipment fully operated, which includes all fuel, oil, preventive maintenance, and repair, except when equipment is required to be located at a site that is remote from the camp in which the kitchen is located; in which case, the state will provide the servicing of fuel, oil, and preventive maintenance. (The Vendor shall provide a list of preventive maintenance requirements.) The cost of fuel, oil and supplies will be deducted from the Vendor's invoices.

F. Hand Washing Station(s) (Optional)

Each hand washing station offered shall consist of, as a minimum, three faucets with basin(s), controlled gray water and either hot and cold water with mixing faucets or warm running water and be provided with paper towels and phosphate-free liquid soap. Providing potable water and removal of gray water shall be performed by the state.

G. Additional Safety Equipment

All vehicles required to have steps and rails shall have steps and rails meeting OSHA standards.

2. Menu Requirements

A. General

- (1) The Vendor shall provide tasty, well balanced, hot meals and sack lunches. The Vendor may also offer buffet lunches and salad bars that will only be served when specifically ordered by the state. All meals will be consumed at the incident dining area except for sack lunches and hot cans supplied to other locations.
- (2) Minimum quantities, variety, quality standards and sample menus for standard meals are indicated below. The intent is for the Vendor to provide variety, as well as high quality meals.

Additionally, provisions must be made to accommodate personnel needs which vary from the standard menu, such as vegetarian diets. The Food Unit Leader is responsible for notifying the Vendor of the number of special meals required and the issuing procedure for each meal.

- (3) The Vendor's proposed menus shall be approved in advance by the Food Unit Leader. Approval shall ensure that variety and content is appropriate.
- (4) All first helpings will count as a meal, with or without the entree.
- (5) Second helpings at breakfast and buffet lunch will not be considered an additional meal. Second helpings at the dinner meal will not be considered an additional meal unless a meat helping is served.

B. Breakfast Menus

- (1) The following minimum quantities will be available per person at breakfast when served:
 - (a) Protein (raw weight)
 - 1) Eggs - 2 (3 when scrambled)
 - 2) Meat - 4 oz. - bacon, ham, beef, pork chop or sausage
 - (b) Bread - 3 slices, or equivalent and Potatoes - 6 oz., or hot cakes, French toast or waffles, or equivalent (equal to three slices of bread)
 - (c) Milk - 1 pint (Milk will be available in individual cups, pints, approved milk dispensers or will be served by the Vendor.)
 - (d) Fruit (or chilled juice) - 1 small (or 5-1/2 to 6 oz.)
 - (e) Fat - Butter or margarine - 1/2 oz.

- (2) In addition to the above, the following items will also be available with all breakfast meals:

Dry cereal, jelly or jam (individual packets or squeeze bottle), peanut butter (cannot be left open to the elements), salsa, and/or hot peppers, coffee, tea, hot chocolate, salt, pepper, sugar, and cream (or substitute).

C. Sack Lunch Menus

- (1) Sack lunches will consist of the following:

(a) One meat sandwich

- 1) Meat sandwiches must be wrapped in plastic wrap or plastic bags. The Vendor may separately wrap the meat, cheese and bread within each lunch.
 - 2) Sandwich will contain two slices of either 100% whole wheat or whole grain (cracked or with seeds and grains are acceptable) bread, when available, or two slices of white bread.
 - 3) Sliced meat (2-1/2 oz., solid muscle, no chopped or pressed meats)
 - a) Roast beef (well done), or
 - b) Pork (well done), or
 - c) Ham (no ham and water product), or
 - d) Corned beef brisket, top round, flat rounds, or
 - e) Turkey breast (full muscle turkey breast meat), or
 - f) Pastrami (flat rounds), or
 - g) Combination of 100% cheese (no imitation) with any of the above (combination weighing 2-1/2 oz.)
 - 4) Frozen sandwiches may only be used during the first two sack lunch periods. Thereafter, they are not allowed. However, individual frozen packets of vacuumed sealed sandwich ingredients may be used in the sack lunches.
- (b) One of the following to consist of, as example, but not limited to:
- 1) Submarine or Hoagie (salami and/or bologna may be used)

- 2) Pita (pocket bread) with tuna and pimentos, celery, carrots, dill pickles, etc.
- 3) Lunchables, or equivalent (3 oz. or more)
- 4) Peanut butter and jelly sandwiches
- 5) Burritos and chimis (pre-packaged only), etc.
- 6) Bagel with cream cheese and banana chips
- 7) Croissant with jelly and cream cheese
- 8) Other items mutually agreed upon

The Food Unit Leader may request the Vendor to substitute a special entree or the Vendor may request the same to be approved in advance by the Food Unit Leader and agreed to by the Vendor.

- (c) Fresh fruit will be one apple (minimum size 100 count) or one orange (113 count or under) or other fresh fruit approved by the Food Unit Leader.
- (d) Pre-wrapped cookies - 4 regular, or equivalent (wrapped to prevent crumbling).
- (e) Two individual canned fruit juice with pop-top can (5-1/2 to 6 oz.).
- (f) One candy bar or equivalent in trail mix, peanuts, or candy.
- (g) Two individual packets of mayonnaise (if not available, an appropriate substitute), and two individual packets of another condiment appropriate for the entree being served. Margarine packets must be available for use when requested by the Food Unit Leader.
- (h) Paper napkin and moistened towelette.
- (i) One stick chewing gum or plastic wrapped hard mint.

D. Buffet Lunch

- (1) The state may order a buffet lunch (hot or cold) to be served at the incident base when offered by the Vendor, provided a Vendor-furnished employee monitors and maintains their use.
- (2) The Vendor and Food Unit Leader will mutually agree on the buffet lunch menu content at the incident.

- (3) Nutritive content will be equivalent to or greater than that found in the sack lunches.

E. Dinner Menus

- (1) The following minimum quantities will be available per person with all dinner meals when served:

- (a) Protein - Meat (raw weight)

- Steak - 10 oz. (boneless) 14 oz. (bone-in)
- Roast Beef/Roast Pork - 10 oz. (boneless)
- Pork Chops - 12 oz. (bone-in)
- Poultry - 8 oz. (boneless) or 16 oz. (bone-in)
- Ham - 8 oz. (boneless - no ham and water products)
- Fish - 8 oz.

- (b) Vegetables - 4 oz.

- (c) Salad - 4 oz.

The state may order a self-serve salad bar to be served with the dinner meal when offered by the Vendor and provided a Vendor-furnished employee monitors and maintains its use, which includes supplying tongs and utensils. The salad bar is in addition to the dinner meal price.

- (d) Potatoes - 6 oz.

- (e) Bread - 2 each

- (f) Milk - 1 pint. Milk will be available in individual cups, pints, approved milk dispensers or will be served by the Vendor.

- (g) Fat - butter or margarine - 1/2 oz.

- (h) Dessert - one serving

- (2) In addition to the above, the following items will also be available with all dinner meals:

Peanut butter (cannot be left open to the elements), jam or jelly (individual packets or squeeze bottle), hot peppers and/or salsa, mustard, catsup, steak sauce, coffee, tea, cold drink, salt, pepper, sugar, and cream (or substitute).

F. Twenty four (24) Hour Per Day Service

- (1) The following items will be available 24 hours per day at the incident dining area.

- (a) Coffee, brewed or high quality freeze dried, Sanka, tea, etc. (Regular and decaffeinated)
- (b) Hot water
- (c) Instant chocolate

G. As Requested Meal Service

The Vendor shall have the capability to feed personnel when requested by the Food Unit Leader at times other than those established for regular meals. The intent is to provide meals on an as-requested basis other than normal meals and does not require the kitchen be open continuously 24 hours per day.

H. Menu Variety

(1) Meals should provide variety. The following examples are illustrative of the categories and variety of items acceptable for menus:

(a) Meat (All portions raw weight)

- Beef - Steaks - rib, loin, T-bone, New York, sirloin, cubed, filet, pepper steak, breakfast steaks
- Roast Beef - stew meat, chipped beef*
- Veal - breaded or unbreaded cutlets
- Short Ribs - baked, BBQ'd
- Prime Rib
- Ground Beef (not more than 23% fat - no soy products) - lasagna, meat loaf, meat balls, spaghetti sauce, ground beef patty (minimum cooking temperature is 155 degrees F and measured in its center of thickest part)
- Pork - Pork chops* (loin-cut), spare-ribs, county style ribs (BBQ'd), pork roast, baked ham (no ham and water products), grilled ham*, bacon*, link sausage*, patty sausage*, Polish franks*, German franks*
- Lamb - Leg of lamb, lamb chops
- Poultry - Turkey and chicken - boneless breast, deep fried, BBQ'd, stewed with pasta
- Fish - All varieties
- Eggs - Fresh or fresh frozen, Grade A (dehydrated is not acceptable). Fried, boiled, poached, omelet, scrambles, French toast
- Miscellaneous - Swiss steak, Salisbury steak, meat sauce, chicken fried steak, braised tips with gravy, corned beef hash

* Acceptable breakfast meats

(b) Bread

Sliced - white and dark and white and dark toasted, French toast, hot cakes, waffles (may be substituted for the bread and potato serving at breakfast), donuts, sweet rolls, bagels, biscuits, muffins, dinner rolls, cornbread, french bread, garlic bread

(c) Cereal

Dry - individual servings, i.e., Cream of Wheat, Malt O'Meal, Zoom, oatmeal, cornmeal, grits

(d) Vegetables (fresh, canned or frozen)

Corn, peas, broccoli, asparagus, cauliflower, green beans, carrots, beets, mixed, relishes

(e) Potatoes (and substitutes)

- Baked w/sour cream or butter, boiled w/gravy, mashed w/gravy or butter, fried (country or American), hash browns, diced, Au Gratin, scalloped, French fries, O'Brien, potato tarts/cakes
- Rice - steamed, pilaf, Spanish, fried
- Stuffing or dressing
- Pasta (miscellaneous), casserole w/pasta
- Beans (dry)
- Sweet potatoes
- Grits

(f) Salad

Tossed green w/dressing (minimum of three (3) items must be provided, such as lettuce, green cabbage, purple cabbage, carrots, green peppers, cucumbers, celery, etc), and or other type of salad such as; fruit, potato, cottage cheese w/fruit, coleslaw, bean, Caesar (w/ dressing)

(g) Salad Bar

The salad bar will include, as a minimum:

- 1) Five Salad Toppings - Three salad toppings will consist of fresh vegetables. The salad dressing (placed in enclosed pourable containers, pump containers and/or individual packets) is in addition to the five required toppings.

Kidney Beans
Carrot Sticks
Celery Sticks
Bell Peppers

Garbanzo Beans
Mushrooms
Cauliflower
Broccoli

Shredded Cheese	Beets
Olives	Green Peas
Eggs	Cucumbers
Pickles	

2) Two Prepared Salads

Macaroni Salad	Carrot and Raisin	Fruit Salad
Potato Salad	Pea Salad	Pasta Salad
Jello Salad	Cottage Cheese Salad	Rice Salad
Coleslaw	Pudding	

3) Tossed Green Salad

4) One Fruit

Sliced Melons	Bananas
Peach Slices	Strawberries
Pears	In Season Fruit
Applesauce	

*Croutons, wheat nuts, sunflower seeds, crackers and taco chips may also be part of the salad bar but they are in addition to the above.

(h) Fruit (Fresh, Canned, or Frozen)

Oranges, tangerines, apples, bananas, grapes, prunes, pears, peaches, plums, nectarines, grapefruit, melons

(i) Dessert

Cakes, cookies, pies, cobblers, puddings, pastries, ice cream

(2) Quality Standards

The following quality standards are applicable:

- Red Meats - USDA Choice or better
- Poultry - Grade A
- Dairy Products - Grade A
- Canned Fruits and Vegetables - 1st Quality
- Fresh Fruits and Vegetables - 1st Quality
- Frozen Fruits and Vegetables - Grade A

2. Vendor-furnished Equipment, Supplies and Personnel

The Vendor shall furnish the following:

- A. All labor except state-furnished personnel.
- B. All food and condiments.
- C. All cooking, serving equipment, service ware (paper) and supplies.
- D. All eating utensils (sealed in plastic).
- E. Disposable serving utensils for hot can meals (sealed in plastic).
- F. Small weighing scale for spot check of minimum weight requirements.
- G. Hot food thermometer for spot checking the food temperature.
- H. Plastic gloves for camp crew.
- I. Test strips for checking rinse water solution sanitation.
- J. Waterproof tent or fly for eating area to accommodate a minimum of 150 persons.
- K. Tables and seating arrangements for eating area to accommodate a minimum of 150.
- L. Lights for serving and eating area.
- M. Outdoor fly-proof enclosure for outside food preparation except approved outdoor barbecues.
- N. All fuel and electricity for kitchen, serving and eating areas.
- O. Refrigeration unit for storage of meats and other perishables.
- P. Potable water storage (200 gallons).
- Q. Initial supply of 200 gallons of potable water.
- R. Gray water storage capacity (500 gallons).
- S. Living accommodations and meals for Vendor's personnel.
- T. Adequate fire extinguishers.
- U. Phosphate-free liquid soap and paper towels for hand washing facilities.

- V. When the state is recycling on an incident, the Vendor shall separate kitchen recyclable materials by type. (For example, glass in one container, plastic in another, aluminum in still another, etc.)
- W. Repairs to Vendors equipment. (The state may at its option elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payments due the Vendor.)
- X. One institutional-type can opener.

NOTE: It is recognized that during times of emergencies, the Vendor may not be able to furnish some items required. The state may furnish items to the Vendor and deduct the cost from payments due.

3. Vendor Responsibilities

- A. The Vendor is responsible for providing equipment, fully operated, which includes all fuel, oil, preventive maintenance and repair.
- B. The Vendor shall maintain all facilities used for meal preparation and serving in a sanitary condition in accordance with FDA Model Food Service Sanitation Ordinance.
- C. All employees shall be neat and clean in fact, as well as in appearance. All employees shall wear hair restraints (hair nets or caps or other restraint) (long hair hanging out of caps without some type of restraint is not acceptable) and aprons at all times and plastic gloves when serving meals (unnecessary when using tongs or long-handled utensils).
- D. All employees cooking or handling food shall be free of communicable diseases. Vendor shall train employees in the importance of hand washing as a means of preventing the spread of infection.
- E. Each mobile food service unit manager shall have a Food Service Manager's Certificate. The Food Service Manager shall be responsible for training all employees in food handling and serving requirements.
- F. Federal, state, local laws or standards covering food handling shall be complied with.
- G. Alcoholic beverages and controlled substances shall not be used or furnished to any person at the incident. There shall be no smoking in the immediate area of food preparation or serving.
- H. Only those Vendor employees essential to the mission may remain at the incident.

_____ *Vendor Initial*

_____ *Agency Initial*

ATTACHMENT C
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
MOBILE KITCHEN FACILITY

The intent of this solicitation is to establish a list of Cooperators who can supply mobile kitchen facilities at various field locations throughout the state of Washington for use by the Department of Natural Resources and Cooperators.

Cooperator Information

Company Name: _____

Address: _____

City State Zip

Contact person: _____

Telephone: Day _____ Night _____

Cell Phone Number _____ Email Address _____

FAX Number _____ Pager _____

Many incidents occur at night or on weekends. It is essential that we have a 24-hour phone number.

1. Mobile Kitchen Unit Rate/Day/Person _____
 Breakfast _____ Lunch _____ Dinner _____
2. Mobile Refrigeration Unit Rate/Day _____
3. Mobile Water Vehicle/Hand washing Station Rate/Day _____
4. Maximum Serving Capability/Hour _____
5. Rate/Mile - Transportation Mileage
 Kitchen Unit _____ Water Vehicle _____ Refrigeration Unit _____
6. Location of Kitchen Units _____

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 _____

_____ *Vendor Initial*

_____ *Agency Initial*