



IDAHO DEPARTMENT OF LANDS
PRESEASON CONTRACT

1. IDL AREA OR FPD a. Name and address: Idaho Department of Lands, Maggie Creek Supervisory Area 913 3rd Street Kamiah, ID 83536 b. Phone Number: 208-935-2141 c. FAX Number: 208-935-0905 d. Email:		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): IDL 420-22-002 3. EFFECTIVE DATES OF AGREEMENT: a. beginning <u>07/27/2022</u> b. ending <u>12/31/2022</u> <i>13 PA</i>	
4. CONTRACTOR a. Name and address: Wayback Cafe & Catering 2138 13th Avenue Lewiston, ID 83501 b. <input checked="" type="checkbox"/> ATTACH W-9: c. Email: TZING4FUN@GMAIL.COM d. Phone Number: 208-305-3248 - Restaurant 208-305-3248 - Theresa Rivers FAX Number: 208-553-9980 - Jean Thompson Cell Phone Number:		5. POINT OF HIRE (Location when hired if different than Block 4):	6. ORDERING DISPATCH CENTER GVC
		7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)	
		8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
		9. Contractor Authorized Commissary: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

10. ITEM DESCRIPTION: equipment (include VIN, make, model, year, serial no., accessories or other identifying features).	11. NO. OF OPERATORS PER SHIFT	12. HRLY/DAILY/MILEAGE/SHIFT BASIS (ss/ds; ref. CI.6)		13. SPECIAL	14. GUARANTEE (8 HOURS)
		Rate	Unit		
BREAKFAST FIRE SUPPRESSION MEALS ONLY		\$14.75	EA		N.A.
LUNCH FIRE SUPPRESSION MEALS ONLY		\$20.65	EA		N.A.
DINNER FIRE SUPPRESSION MEALS ONLY		\$32.45	EA		N.A.
MEAL: Sack Lunches MUST MEET OR EXCEED ATTACHED GUIDELINES * See attachment 3 FIRE SUPPRESSION MEALS ONLY		\$20.65	EA		N.A.
MILEAGE: To and From Incident Only - Haul in/out while at incident one vehicle is authorized for one round trip as needed. (Mileage to be document on Shift Ticket) <i>and approved</i>		\$0.62,5	PER MILE		
Tables and Chairs					

15. Will work in the following areas: <input type="checkbox"/> FPD <input type="checkbox"/> FPD <input type="checkbox"/> FPD <input type="checkbox"/> GVC Dispatch Zone <input checked="" type="checkbox"/> All State Protection	16. SPECIAL PROVISIONS: DO NOT charge Idaho State sales tax. Idaho Department of Lands is TAX EXEMPT. Gratuity will be added by IDL and is included in the max meal rate. Gratuity max is 20% Alcoholic beverages cannot be included in meals. Service charges for use of credit card is included as part of the maximum allowed meal rate. IDL Preseason contract provisions are attached herein. Type 3 Catering Contract Specification and Sack Lunch Specifications Attached
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17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Theresa Rivers</i>	18. DATE <u>Aug 5, 2022</u>	21. IDL REPRESENTATIVE <i>Kevin P. Chaffee</i>	22. DATE <u>8/10/22</u>
19. PRINT NAME AND TITLE Theresa Rivers	20. DATE <u>Aug 5, 2022</u>	23. a. PRINT NAME AND TITLE KEVIN P. CHAFFEE - Fire Warden	



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this Agreement/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this Agreement/Contract shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident, point of inspection or return to the Point of Hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the Point of Hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest half hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

Rates of Payments - Rates for equipment hired with Contractor-Furnished Operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*Column 12*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rate** (*Column 13*)- shall apply when specified.
3. **Guarantee-** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 14. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 14. The guarantee is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power, it is compensated under the work rate.
4. **Daily Rate** (*Column 12*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the daily rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

Shift Basis (Portion of Calendar Day)

- 1) **Single Shift** - (SS) is staffed with one operator or one crew.
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.

- 3) Agency personnel at the Section Chief level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for:

1. Actual units ordered and performed under work or daily, shift basis and/or special rates, or
2. The guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-Furnished Operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan (IAP). If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

1. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the Point of Hire.
2. After inspection and acceptance for use, equipment and/or furnished operator(s), that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor, or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the Point of Hire as promptly as emergency conditions will allow.
3. No payment will accrue under Clause 6 when the Contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

1. For equipment furnished under this Agreement/Contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or Contractor's employees.
2. For equipment furnished under this Agreement/Contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or designee or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

Insurance Requirements:

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with an Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary, and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

Dozers, Excavators, Feller/Buncher, Skidders, Heavy Equipment, Transport Vehicles/Lowboys

1. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

2. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

3. Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

Fully Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, 2x4 and 4x4, Sport Utility Vehicles, Trucks (stake side/stock))

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All-Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)

1. General Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this Agreement/Contract the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this Agreement/Contract:

1. Clothing: Boots, minimum 8 inches high, lace-type leather work boot with Vibram-type soles (boots are provided by the Contractor); hard hat with chin strap; fire resistant long sleeve shirt and trousers, or fire resistant jumpsuit; leather or leather/flame resistant combination gloves; goggles/safety glasses; and ear plugs/hearing protection. When using a chainsaw, saw chaps will be required for leg protection.

2. Equipment: fire shelter; headlamp; individual first-aid kit;
3. Other items may be issued by the Government.

Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government-furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet Department of Transportation (DOT) requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

CLAUSE 14. Claims Settlement Authority: Claims against the state of Idaho for incidents under IDL jurisdiction, will be submitted in accordance with the IDL Incident Business Operating Guide.

CLAUSE 15. Changes: Changes to this Agreement/Contract, may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new Agreement/Contract shall be executed at the incident and shall be applicable only for the duration of that incident. The Agreement/Contract will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms, or other dangerous weapons, are prohibited at all times while on government property and during performance of services, under this Agreement/Contract. The term dangerous weapon does not include a pocketknife with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

CLAUSE 17. Work/Rest and Length of Assignment: The Contractor is required to follow the work/rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwccg.gov.

CLAUSE 18. Harassment Free Workplace: The contracting agency will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The contracting agencies strive for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as Contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, Contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

**IDAHO DEPARTMENT OF LANDS
PRESEASON CONTRACT PROVISIONS AND SACK LUNCH SPECIFICATIONS**

Since the needs of the Government and availability of Contractor during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the service listed herein to the extent the Contractor is willing and able at the time of order.

Sack Lunch Options

Note: Small deviations from the minimum amount for the commercially packaged products may be allowed with prior approval from the IC.

MENU ITEM	MINIMUM AMOUNT	SPECIFICATIONS AND COMMENTS
PRIMARY AND SECONDARY MEAL		LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS CATEGORY
Sandwich with choice of meat :		Regular and Vegetarian Primary Meal shall be a sandwich or a wrap. Sandwiches may be all meat or a combination of meat and cheese.
Turkey	4 oz	
Ham	4 oz	
Chicken	4 oz	
Roast Beef	4 oz	
Multi-meat (hoagie style)		
Burrito/Chimichanga:	1 ea	Must be factory wrapped.
Beef		
Chicken		
Pork		
Bean		
Rice and Cheese		
Hard Salami or Summer Sausage	4 oz	Salami Sticks/Jerky are not acceptable as Primary or Secondary Meal
Hard Boiled Eggs	2 eggs	In addition to the Primary and Secondary Meal
Peanut Butter and Jelly Sandwich	6 oz each	Per sandwich
Spam	Single packet	With FDUL approval. Include foil
Tuna	One packet	
Cobb Salad	8 oz	4 oz. protein Freshly Made with FDUL Approval
Ground beef patties	4 oz	With FDUL approval
Meatloaf	4 oz	With FDUL approval

***Items with oz & Cal are either/or. *Items listed as each are standard serving size.**

MENU ITEM	MINIMUM AMOUNT	SPECIFICATIONS AND COMMENTS
WHOLE VEGETABLES		
Carrots	1 Cup	All chopped or cut vegetables will be 1 cup non compacted portions
Sugar Snap Peas	1 Cup	
Celery	1 Cup	
Cucumber	1 Cup	
Baby Bell Peppers	1 Cup	
Avocado	1 Cup	
Other		Approved by FDUL
ENERGY SNACKS		
Granola bar	1 ea	Nature Valley [®] or equal quality
Energy bar	1 ea	ProBar™, LUNA [®] , LARABAR [®] , odwalla [®] , Tigers Milk [®] , CLIF [®] , or equal quality
Trail mix	3 oz	
Candy bar	1 ea	Snickers [®] , Milky Way [®] , Butterfinger [®] , or equal quality
Beef or Turkey Jerky	2 oz	
Bagel	1 full or 2 minis	
Cheese	2 ea	Babybels [®] , or cheese stick
Crackers	1 oz/130 Cal	Goldfish [®] or another non-crushable type
Nuts	1 oz	Almonds, Pistachios, or mixed variety
Sandwich Crackers	1oz/150 Cal	Peanut butter, cheddar, or other varieties
Muffin	3 oz	
Baked potato chips	1 oz/160 Cal	Baked potato chips, tortilla chips, or similar variety
Fruit or vegetable squeeze pouch	3oz	Applesauce, or mixed varieties
Non-sugared dried fruit	200 Cal	Apple rings, bananas, apricot, pear, cranberry, raisin, plum
Granola	4 oz	Loose-not in bar form
Dill pickle pack		Mt. Olive on the go picklePAKs, or equivalent
Fruit straps	2 ea	
Fruit bar	1 ea	
Single serving peanut butter pouch	1 oz/200 Cal	
Pretzels	110 Cal	Plain or peanut butter flavored
Seeds	1 oz	Sunflower, pumpkin, or other varieties
Graham crackers		
Fig cookies		

*Items with oz & Cal are either/or. *Items listed as each are standard serving size.

**Type 3 Catering Contract Specifications
Idaho Department of Lands**

Section 1 – Onsite Catering Requirements

MINIMUM MOBILE FOOD UNIT EQUIPMENT REQUIREMENTS:

1. All vehicles/trailers shall be inspected through the appropriate State Health Department prior to entering into contract with the Government.
2. Valid/Current Health Inspection certificates shall be provided and submitted during the initial contract set up.

Mobile Food Service Unit:

1. A Mobile Food Service Unit (MFSU) meeting all standards cited in **Equipment Requirements**, shall consist of a trailer(s) (where the cooking is done) and all peripheral pieces of equipment and trailers necessary to support the MFSU (such as dry goods, refrigeration, etc.).
2. Each MFSU shall be capable of feeding a minimum of **50 and up to 149** persons for an unspecified number of meals. **(Unless otherwise requested or specified).**
3. The meals provided shall include breakfast, dinner, and sack lunches.
4. All cooking, serving equipment, utensils eating dishes and cups. Utensils shall be heavy weight and factory wrapped. All drinking cups shall be a minimum of 12 ounces. All disposable products shall comply with bio-preferred requirements (www.biopreferred.gov) or shall be made of bio-based materials capable of withstanding a minimum temperature of 160° F.
 - 4.a **Bio-based Products;** This procurement requires the use of bio-based products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced.
5. Minimum equipment requirements will be evaluated in accordance with **Appendix 1, Mobile Food Service Unit Checklist for Type 3 Caterer.**
6. The MFSU must meet all state or local health department regulations and have a current license issued by said department.

EQUIPMENT REQUIREMENTS:

1. 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.
2. Equipment shall be sealed to the floor to prevent moisture under equipment. Alternately, equipment can be raised at least 6" off the floor to prevent moisture under equipment.
3. 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.
4. 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.
5. Food contact surfaces shall be constructed of stainless steel or high-pressure laminated plastics, these surfaces must be kept free of cracks, cuts, and other

- 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. Contractor shall provide garbage can.
- e. Mirrors are optional.
- f. Adequate self-contained outside lighting for use of the hand washing station in darkness.

Ventilation Equipment:

- 1. 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.
- 2. Grease filters shall be constructed from stainless steel, aluminum or other (NSF approved material), and be readily accessible for cleaning.
- 3. All exhaust hood ventilation systems shall be equipped with NFPA approved automatic fire extinguisher systems.

Waste Receptacles:

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

Storage of Cleaning Supplies, Insecticides and Clothing:

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

Sneeze Guards:

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

Refrigeration/Freezer Storage Unit(s):

- 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 an acceptable access.
- 2. A minimum of 512 cubic feet of refrigeration storage space shall be capable of maintaining stored food at a temperature of 41° F, or lower and 336 cubic feet of freezer storage space shall be capable of maintaining frozen food at 0°F.
- 3. Refrigeration and freezer storage units shall be equipped with a thermometer that is equivalent to a "minimum/maximum" type or a "continuous graphing" type. The thermometer shall be placed within 8 feet from the entrance.
- 4. Refrigeration and freezer storage units shall have shelving that is non-absorbent, non-corrodible, and easily cleanable. Wood is not acceptable.

Potable Water Storage Tank:

- 1. Equipment necessary to store potable water (for kitchen use only) is required.
- 2. Tank material shall be constructed of food grade safe, non-corrosive, and non-absorbent material.
- 3. 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. Tanks

that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.

3. A fire extinguisher rated meeting requirements for kitchens shall be installed in an easily visible and accessible location

Additional Equipment:

1. When tables and tents for dining are provided by the Contractor, Contractor shall clean tables and chairs before and after each meal. Trash cans will be provided by the incident, can liners and emptying of cans shall be the responsibility of the Contractor. Seating shall accommodate the number of resources on the fire, up to 80 at one time. Payment rate for tents/tables and chairs shall be determined at the time of hire.

Information to be provided by contractor at check-in:

1. The Contractor shall carry a minimum of one full, printed, and legible copies of the complete contract at all times. The Contractor shall furnish a copy of the complete contract to the Finance Unit.

Campsite:

1. A campsite may be provided.
2. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized.

Section 2 – Meal requirements

MINIMUM MOBILE FOOD MEAL REQUIREMENTS:

1. 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.
2. Special meals shall have the same quality and equivalent quantity as the standard menu meals.
3. Frozen items shall not be frozen longer than the manufacturer “use by date”.
4. Packaged items shall be used by the manufacturer’s “sell-by or expiration date.”
5. The Government is responsible for notifying the Contractor of the number of meals required 16 hours in advance for the initial dispatch.
6. The Government does not anticipate ordering hot or cold can meals under this contract. If hot or cold can meals are ordered, additional notification time will be given. The hot and cold can meals shall meet the same meal requirements as meals served on site.
7. Menus for 2 to 4 days shall be submitted within 24 hours of arrival at an incident by the Contractor for approval by the Government. **See Appendix 2, Type 3 Caterer Sample Contractor Menus.**
8. Subsequent menus shall be submitted prior to the current menu expiring, continuing for the duration of the incident.
9. The Government 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.

STANDARD MENU REQUIREMENTS:

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

3. Vegetables - 4 oz.
4. Potatoes - 6 oz. or equivalent starch
5. Bread - Two 1 to 1½ oz. slices or equivalent starch
6. Milk - 1/2 pint
7. Dessert - 4 oz.
8. Salad Bar or packaged salads shall contain:
 - a. Three salad toppings, rotating variety
 - b. One tossed green salad with equal amounts of three types of leafy vegetables,
 - c. One prepared salad,
 - d. Rotating type of salad dressings (regular and/or low/non-fat),
 - e. Three salad condiments (onsite catering only)
9. Additional Items for Hot Dinners:
 In addition to the above, the items listed below, shall be made available for the hot dinner meals:
 - a. Butter and margarine, mustard, ketchup, steak sauce, salsa, salt, pepper, tea and hot chocolate. Mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers, single serving packets or original bottles in the dining tent area as approved by the food unit leader

Menu Variety:

1. 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.
2. Menus may include a wide variety of recipes.
3. Pre-cooked items after the fourth meal must be approved by the Government 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 quality standard defined in Quality Standards.
4. Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop-suey, or casseroles may be used as approved by the Government.

Cooking Requirements:

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

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.
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.
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.

Serving Container Requirements:

1. Milk - Shall be available in individual cartons, approved milk dispensers, or cartons or jugs as approved by the Food unit leader.
2. Juice – Shall be available in individual pop-top cans, non-crushable paper/foil-type containers, and re-sealable plastic bottles. Approved dispensers may be used.
3. Desserts – Shall be either served at the serving line, or in individually wrapped

13. Canned Fruits - US No. 1 or equivalent (top label)
14. 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.
15. Frozen Fruits and Vegetables (All Meals) - Grade A.
16. Juice – Shall contain 100% fruit juice, 100% fruit juice blend, or 100% vegetable juice. All juice must be pasteurized.
17. Dry Cereal (Breakfast) - Vitamin enriched.
18. 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.
19. Bread - Enriched or whole grain
20. Coffee - High quality, Columbian or better
21. Tea - High quality
22. Oil - Pure vegetable oil and/or olive oil, no Trans fats.
23. Prepared Salads - High quality
24. Canned Tuna Fish - Chunk Light Tuna, Dolphin-safe, and waterpacked.
25. Beef Jerky - Sliced dried beef

ENGLISH SPEAKING REQUIREMENT:

1. Communications between Contractor crew personnel and Government Incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc.
2. All radio communication on Government-assigned frequencies shall be in English.

Contractor's representative:

1. Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this contract.

Emergency Incident Driving:

1. The Contractor shall follow the driving regulations and work/rest guidelines listed in the **NWCG Standards for Interagency Incident Business Management (SIIBM)**. The SIIBM can be found on the National Wildfire Coordinating Group's website using the following link: <https://www.nwcg.gov/sites/default/files/publications/pms902.pdf>
2. The Contractor is responsible for complying with all other current Federal, State, and Local driving regulations.

PROPERTY:

Accountable, Durable, and Consumable Goods:

1. Accountable and durable property will not be loaned or exchanged at the incident.
2. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the contract. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant.
3. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance.
4. Contractor shall be charged for Consumable Goods supplied by the Government and

- cancellation of the contract.
6. Government reserves the right to inspect at any time to include equipment, food, sanitation practices, quantities, and quality.

Inspection Reports:

1. Copies of the incident inspection reports and related documentation shall be distributed as follows:
 - a. See MFSU Inspection Form/Description & OF-296 (if applicable) – Needs to match
 - b. The original shall remain with the fire documents on the Host Unit.
 - c. A duplicate copy will be given to the Contractor regardless of compliance/non-compliance

PERFORMANCE EVALUATIONS:

1. Contractor performance evaluations shall be submitted to the host agency at the end of incident. **See Appendix 3; Type 3 Caterer Performance Evaluation.**
2. The evaluator's signature shall be legible or printed on the form.

REMAIN OVERNIGHT ALLOWANCE (RON):

1. This is not applicable to travel to and from the incident Contractors are not paid per diem or lodging expenses to and from incidents.

Food & Drink:

1. Contractors are required to provide sufficient food and drink to support the crew while in travel status and the first shift of the incident. This is not reimbursed by the Government.
2. After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is approved for the camp for incident personnel.
3. The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

Order Cancellation:

1. Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made based on meal ordered and mileage. (Refer to Payments).
2. In the event an order is cancelled before mobilization occurs, the Contractor shall be paid for the number of meals that were ordered for the first meal (Example: If the Contractor is told prior to mobilization to serve 100 meals, and before they mobilize, the order is cancelled, Contractor is paid for the 100 meals).
3. If the Contractor confirms acceptance of a resource order, and then cancels, no payment will be made for that cancellation.

Payments:

1. Each incident host agency is responsible for their incident payments, regardless of the contracting agency. The payment office will be designated in block 9 on the Emergency Equipment - Use Invoice, Form OF-286.

Rates of Payments:

6. The incident will submit a payment package including all signed originals of the OF-286, copies of the contract, and the resource order, to the host unit. The Contractor will be given a copy of all payment documents at the incident.
7. The Agency that requested the resource under this contract will be the responsible Agency for Contractor payment. Contractor will be paid according to the terms of this contract. This will occur at the time the incident is demobilized, Contractor is released, or sooner as determined by the Finance Unit.

REQUIREMENTS	COMMENTS
<p>Utility and service lines shall be installed so they do not obstruct or prevent cleaning of floors, walls, and ceilings. Service lines may not be unnecessarily exposed.</p>	
<p>All junctures where floors and walls meet shall be covered. All seams, cracks, and junctures where walls and ceilings meet shall be sealed.</p>	
<p>All pipes, fittings, and hoses shall comply with the appropriate codes. No galvanized material is allowed throughout the plumbing system where potable water is stored and used, or in the food splash zone.</p>	
<p>Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed and the seal shall be smooth and easily cleanable.</p>	
<p>Light fixtures, light bulbs, and light tubes shall be shielded, coated, or otherwise shatter resistant.</p>	
<p>All non-dedicated electrical receptacles shall be ground fault protected.</p>	
<p>Steam table shall be capable of maintaining a minimum temperature of 135° F.</p>	
<p>One, 3-compartment stainless steel sink.</p>	
<p>Sink shall be equipped with continuous gravity flow or pressurized hot (120° F.) and cold water. Sink shall be equipped with a mixing faucet capable of servicing any sink compartment.</p>	

REQUIREMENTS	COMMENTS
Separate enclosed storage for cleaning supplies, clothing, and insecticide.	
Sneeze guards on all self-service food serving lines.	
Refrigeration storage, capable of maintaining 41° F with a min/max thermometer placed within 8 feet of the entrance.	
Freezer storage, minimum, capable of maintaining 0° F with a min/max thermometer placed within 8 feet of the entrance.	
Potable water storage, labeled. All hoses labeled.	
Gray water storage, labeled. All hoses labeled.	
Tent for Food Service and Sack Lunch Assembly	
Steps and platforms have solid handrails and meet current OSHA standards for handrails and stairs.	
Oil spill containment pads or containment units for all stationary equipment with fuel tanks, engines, or any other petroleum container.	
Approved fire extinguisher.	

**IDAHO DEPARTMENT OF LANDS
TYPE 3 CATERER SAMPLE CONTRACTOR MENUS, Continued**

(For Advance Approval by FDUL)

SERVING DATES _____ CONTRACTOR _____ INCIDENT # _____

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

PROPOSED BY _____ DATE _____ APPROVED BY _____ DATE _____
Kitchen Manager *Food Unit Leader*

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.
--This form does not constitute an order for meals. It verifies **ONLY** advance agreement on, and approval of the Contractor's menu items.

**IDAHO DEPARTMENT OF LANDS
TYPE 3 CATERER PERFORMANCE EVALUATION**

Contractor: _____		Resource Order No: _____
Contract No: _____		Incident Name: _____
		Inclusive Dates: _____
<p>Ratings: Summarize Contractor performance and circle in the column on the right the number that corresponds to the performance rating for each rating category. The rating official must provide comments supporting each numerical rating assigned.</p>		
Quality of Services	Comments:	
		1
		2
		3
		4
Equipment	Comments:	
		1
		2
		3
		4
Schedule: Timeliness of Performance	Comments:	
		1
		2
		3
		4
Business Relations: Working With Government and Other Contractors	Comments:	
		1
		2
		3
		4

**IDAHO DEPARTMENT OF LANDS
TYPE 3 CATERER PERFORMANCE EVALUATION
RATING FACTORS**

Quality of Services and Equipment

- 4 – Very Good: Meets all contract requirements and exceeds some requirements to the Government's benefit. Non-conformance's regarding equipment and/or personnel are none or few and minor and do not impact achievement of successful performance. Contractor's corrective actions are effective.
- 3 – Satisfactory: Meets all contract requirements. Non-conformance's with equipment and/or personnel require minor corrective action to ensure achievement of successful performance. Contractor's corrective actions are satisfactory.
- 2 – Marginal: Does not meet some contract requirements. Non-conformance's with equipment and/or personnel require major corrective action and/or Agency resources to ensure satisfactory performance. Contractor's corrective actions are only marginally effective and/or not fully implemented.
- 1 – Unsatisfactory: Does not meet most contract requirements. Non-conformance's with equipment and/or personnel are serious and are compromising the achievement of successful performance, despite Contractor's corrective actions and/or the use of Agency resources. Recovery and achievement of satisfactory performance is unlikely. Contractor's corrective actions are ineffective.

Schedule: Timeliness of Performance

- 4 – Very Good: Meets all schedules and timeframes. There are no delays or only minor delays that do not impact achievement of successful performance. Contractor's corrective actions are effective.
- 3 – Satisfactory: Meets all schedules and timeframes. There are some delays that require minor corrective action to ensure continued successful performance. Contractor's corrective actions are satisfactory.
- 2 – Marginal: Some schedules and timeframes are not met. Delays require major corrective action and/or Agency resources to ensure satisfactory performance. Contractor's corrective actions are only marginally effective and/or not fully implemented.
- 1 – Unsatisfactory: Does not meet most contract requirements and most schedules and timeframes are not met. Delays are serious and are compromising the achievement of satisfactory performance, despite Contractor's corrective actions and/or the use of Agency resources. Recovery and achievement of satisfactory performance is unlikely. Contractor's corrective actions are ineffective.

Business Relations and Management of Key Personnel

- 4 – Very Good: Responses to inquiries, technical, service, administrative issues are effective and responsive. There are no issues in working with the Government and/or other Contractors. If any, problems are few and minor and do not impact successful performance.
- 3 – Satisfactory: Meets all contract requirements. Responses to inquiries, technical, service, administrative issues are usually effective and responsive. There are some minor issues that require minor corrective action. Contractor's corrective actions are satisfactory.
- 2 – Marginal: Does not meet some contract requirements. Responses to inquiries, technical, service, administrative issues are only marginally effective and responsive. Inability to work with Government and/or other Contractors requires major Agency resources to resolve. Contractor's corrective actions are only marginally effective and/or not fully implemented.
- 1 – Unsatisfactory: Responses to inquiries, technical, service, administrative issues are not effective or responsive. Unable to work with Government or other Contractors. Recovery is unlikely and Contractor's corrective actions are ineffective.